

Date: October 9, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Agenda Item No. 8(F)(3)

Resolution No. R-944-25

Subject: Resolution Approving an Energy Savings Performance Contract and Service Agreement with Ameresco, Inc. to Implement Energy Conservation Measures at the Miami-Dade Children's Courthouse and E.R. Graham Building

Executive Summary

This item is for the approval of a Guaranteed Energy, Water, and Wastewater Performance Savings Contract (Energy Agreement) between Miami-Dade County (County) and Ameresco, Inc. (Ameresco) along with a third-party financing agreement. The Energy Agreement is for \$3,691,428.00 and a third-party financing agreement executed for an amount not to exceed \$3,785,465.00 to implement energy conservation measures at two facilities managed by the People and Internal Operations Department (PIOD), including: the Miami-Dade Children's Courthouse located at 155 NW 3 Street, Miami, Florida and the E.R. Graham Building located at 1350 NW 12 Avenue, Miami, Florida. These agreements will off-set the department's projected electrical consumption by 30 percent, saving on average of \$320,455 annually, while being "budget neutral," as all costs associated with the project will be covered by energy and operational cost savings guaranteed by Ameresco. These guaranteed savings will be used to pay for the entire project, including the financing. The project will be completed over a 12-month period to commence once the appropriate third-party financing is in place and a notice to proceed is issued.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms of and authorize the County Mayor or the County Mayor's designee to execute an Energy Agreement by and between Ameresco and the County for \$3,691,428.00 and a third-party financing agreement in an amount not to exceed \$3,785,465.00 (including construction period interest) to implement energy conservation measures at the two PIOD-managed facilities previously mentioned.

Scope

This project will be implemented in the Miami-Dade Children's Courthouse, which is located within District 5, represented by Commissioner Eileen Higgins, and the E.R. Graham Building, which is located in District 3, represented by Commissioner Keon Hardemon.

Delegation of Authority

In addition to the authority to execute and exercise all provisions contained in the Energy Agreement, the County Mayor or the County Mayor's designee is authorized to (i) enter into a third-party financing agreement and ancillary agreements, such as a lease purchase agreement and escrow agreement with a third-party institution, at terms favorable to the County that is consistent with past energy savings contracts approved by the County and following review and approval by the County Attorney's Office; (ii) approve project financing terms in accordance with the cash flows and schedules contained in Schedule O of the Energy Agreement; (iii) determine substantial completion of projects; and (iv) approve modifications to the Energy Agreement's project scope of work, as long as those changes do not exceed the total project cost approved by the Board, uphold the Energy Agreement's compliance with section 489.145, Florida Statutes,

and do not violate the terms of the third-party financing agreement. This authority in subsection (iv) is required to provide staff with flexibility to address material issues, so long as the project cost is not exceeded.

Fiscal Impact/Funding Source

Guaranteed energy performance contracts are designed to be “budget neutral,” as all costs associated with the project will be covered by energy and operational cost savings guaranteed by Ameresco. While Ameresco guarantees the County savings of \$5,510,459.00 over the 20-year term following the implementation period, the projected savings to the County are higher, at \$5,800,482.00. Guaranteed savings will be used to cover lease payments and financing costs for the third-party financing agreement, which shall not exceed \$3,785,465.00 over 20 years, and various maintenance, warranty and performance measurement expenses with a total amount not to exceed \$6,356,363.00. After 20 years, the energy savings will continue but the payments associated with the Financing Agreement will cease, and the County will continue to have additional energy savings and energy cost savings for the remaining life of the system.

Track Record/Monitor

PIOD Senior Energy Resilience Program Manager, Jason Grant and PIOD Program Management Manager, Aundria Blatch will monitor and manage the project.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Strategic Procurement Department’s Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Background

Following the Guaranteed Energy Performance Savings Contract Act, codified in Section 489.145 of Florida Statutes and the County’s competitive and formal Energy Performance Contracting (EPC) process, the County advertised solicitation RFQ-10, W170084 then entered into an agreement with Ameresco in October 2018 to conduct an Investment Grade Audit for 37 facilities.

Investment Energy Grade Audits are performed to determine “budget neutrality” where future energy cost savings are sufficient to cover the cost of the requested building improvements, otherwise known as energy conservation measures. The multi-step process used to analyze these systems began with gathering facility information, such as original construction documents, which were then supplemented by field observations of the as-installed conditions. This data was input into computer analysis programs to accurately estimate energy consumption and demand. The data was then modified to reflect each proposed energy conservation measure, with the change in energy consumption and demand quantified and applied to current electrical rates to determine the cost savings.

In conjunction with each measure, a specific scope of work was defined. With the scope defined, the cost to implement each measure was developed, along with the associated project development expenses, including labor, materials, warranty, savings guarantee, project

management, overhead and engineering fees. The implementation costs were then compared against the annual savings to determine the technical and economic viability of the overall project.

An Investment Grade Audit was completed on June 06, 2021, and as a result, it was determined that future cost savings were sufficient for the intended scope of work at the Miami-Dade Children's Courthouse and the E.R. Graham Building. The specific measures for the selected facilities include LED lighting upgrades and rooftop solar panels (photovoltaic systems), which will produce clean renewable energy.

The next step in the Energy Performance Contracting process will be for the County to negotiate an Energy Performance Contract with Ameresco to design, procure, install and implement the building improvements at these two facilities. This contract includes an annual assessment by Ameresco of the installed solar equipment to verify that it is being operated and maintained properly, and that the equipment is in good order.

A handwritten signature in blue ink, appearing to read 'Carladenise Edwards', is positioned above a horizontal line.

Carladenise Edwards
Chief Administrative Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 9, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(3)

Please note any items checked.

- _____ **"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**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(3)
10-9-25

RESOLUTION NO. R-944-25

RESOLUTION APPROVING, PURSUANT TO SECTION 489.145, FLORIDA STATUTES, A GUARANTEED ENERGY, WATER AND WASTEWATER PERFORMANCE SAVINGS CONTRACT AND SERVICE AGREEMENT WITH AMERESCO INC. IN THE AMOUNT OF \$3,691,428.00; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO A THIRD-PARTY FINANCING AGREEMENT IN AN AMOUNT NOT TO EXCEED \$3,785,465.00 TO IMPLEMENT ENERGY CONSERVATION MEASURES AT TWO PEOPLE AND INTERNAL OPERATIONS DEPARTMENT FACILITIES: MIAMI-DADE CHILDREN'S COURTHOUSE AND E.R. GRAHAM BUILDING, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL AFOREMENTIONED AGREEMENTS ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board wishes 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 MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves a Guaranteed Energy, Water and Wastewater Performance Savings Contract (the "Energy Agreement") between Ameresco, Inc. and the County, in substantially the form attached hereto and made a part hereof, for purpose of implementing energy and water conservation measures for two locations managed by the People and Internal Operations Department, Facilities and Property Management: Miami Children's Courthouse and E.R. Graham Building, and which provides for the installation and monitoring of energy savings equipment at such locations in an amount not to exceed \$3,691,428.00 ("contract price").

Section 2. This Board authorizes the County Mayor or County Mayor’s designee to (i) enter into financing agreements, such as a lease purchase agreement and escrow agreement, with a third-party institution in an amount not to exceed \$3,785,465.00 at terms favorable to the County that is consistent with past energy savings contracts approved by the County and following review and approval by the County Attorney’s Office; (ii) approve project financing terms in accordance with the cash flows and schedules contained in Schedule O of the contract with Ameresco; (iii) determine substantial completion of projects; and (iv) approve modifications to the Energy Agreement’s scope of work, as long as those changes comply with the requirements of section 489.145, Florida Statutes, do not exceed the contract price, and do not violate the terms of the third-party financing agreement.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Energy Agreement, the financing agreements contemplated by section 2 of this resolution, and the agreement for the Direct Purchase and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

	Anthony Rodriguez, Chairman	aye	
	Kionne L. McGhee, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 9th day of October, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS CONTRACT

By and Between

AMERESCO, INC.

and

Miami-Dade County

People and Internal Operations Department

June 9, 2025

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GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS CONTRACT

This Guaranteed Energy, Water, and Wastewater Performance Savings Contract (this "Contract") is made and entered into as of the day last signed below in the County of Miami-Dade, State of Florida, by and between AMERESCO, INC. ("Company" or "AMERESCO"), having its principal offices at 111 Speen Street, Suite 410, Framingham, Massachusetts 01701, and Miami-Dade County, Florida ("County" or "PIOD") with its principal offices at 111 NW 1st Street, Miami, Florida 33128, for the purpose of installing certain equipment, and providing other services designed to reduce energy or water consumption, wastewater production, or energy related operating costs for County.

RECITALS

WHEREAS, the County issued a Request for Qualifications ("RFQ") No. 10 on June 30, 2017, announcing that People and Internal Operations Department ("PIOD") was seeking a qualified Consultant to perform a comprehensive Investment Grade Audit for Energy, Water and Wastewater Savings to allow the County to determine the feasibility of entering into a Guaranteed Energy Savings Performance Contract to provide for the installation and implementation of Energy Conservation Measures using Solar Energy Technology Equipment, in 35 County facilities managed by PIOD; and

WHEREAS, County selected Company to perform the comprehensive Investment Grade Audit on the Feasibility of Incorporating Solar Energy Technology to PIOD-Owned Facilities, and the County and Company entered into an Investment Grade Audit Agreement dated June 19, 2019 for a remaining 23 County facilities managed by PIOD; and

WHEREAS, County selected Company to perform the comprehensive Investment Grade Audit on the Feasibility of Incorporating Lighting Technology to PIOD-Owned Facilities, and the County and Company entered into an Investment Grade Audit Agreement dated June 19, 2019 for a remaining 23 County facilities managed by PIOD; and

WHEREAS, Company performed the Investment Grade Audit and provided to County an Investment Grade Audit for PIOD Project I190108 dated June 10, 2021, which recommended two facilities, known as Miami-Dade County Children's Courthouse and the Graham Building, for energy savings; and

WHEREAS, County finds that the amount it would spend on the Energy 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 Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act ("Act"); and

WHEREAS, AMERESCO 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, water and/or wastewater performance characteristics of the facilities and existing equipment described in Schedule A, which County has approved; and

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

SECTION 1 DEFINITION

Section 1.1 Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise:

“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” or “Base Year” is the description that defines the Baseline Usage and Energy Costs of facilities, systems, or equipment operations and characteristics, and environmental conditions that are to be used as the benchmark for determining Cost Avoidance. The Baseline period is determined as the twelve (12) month time period from January 1, 2022 to December 31, 2022. To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedules C and K, and in Exhibits 2, 3, and 4.

“Baseline Period” is the twelve (12) month time period from January 1, 2022 to December 31, 2022.

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

“Change Order” is defined as a written document signed by County and Company authorizing (1) a change in the scope of the Work, (2) a change to the Construction and Installation Schedule (Schedule G); or (3) an adjustment upwards or downwards in the Price as a result of the necessity to the aforementioned items 1 or 2.

“Commencement Date” of the Guarantee or Performance Period means the first day of the calendar month after which all of the following events have occurred: (i) all schedules are in final form and accepted by the County; (ii) Company has delivered a notice to the County that it has completed all of the Work in accordance with the provisions of Schedule G (Construction and Installation Schedule); and (iii) the Company has achieved Final Project Acceptance following the County’s inspection and acceptance of all Equipment and Systems and ECM installations and confirming the proper operation thereof as evidenced by an executed Certificate of Acceptance as set forth in Schedule P.

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

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

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

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

“Construction Savings Period” The time period(s) between the completion of installation and start of

providing substantial benefit to the County for each single specific ECM vs. the time of Final Project Acceptance.

“Contract Price” shall mean \$3,691,428 (Three Million Six Hundred Ninety-One Thousand Four Hundred Twenty Eight Dollars).

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

“Cost Avoidance” means the difference between the actual cost incurred during a selected time period versus what the cost would have been had the ECM not been implemented, including without limitation avoided, defrayed, or reallocated costs.

“Cost Savings” means the measured reduction in the cost of fuel, energy, water consumption, or wastewater production, and stipulated operation and maintenance, if applicable, or other improvements of systems or identified capital savings, in each case listed in § 489.145 (3) (c) Florida Statutes, created from the implementation of one or more Energy Conservation Measures when compared with the established Baseline. The measured reduction is determined by quantification of the difference between the actual cost incurred during a selected time period versus what the cost would have been had the cost avoidance strategy not been implemented. The Cost Savings shall be determined in accordance with the formulas and methodologies set forth in Schedule F.

“County” means the governmental entity which has entered into this Contract (Miami-Dade County), or any governmental entity succeeding to the powers and duties of any of the foregoing pursuant to law or governmental reorganization.

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

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

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

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

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

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

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

September 2000). The F.E.M.P. guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guideline was developed based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.). The focus of the F.E.M.P. guidelines is on choosing the maintenance and verification option and method most appropriate for specific projects.

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

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

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

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

“Force Majeure Event(s)” is defined in section 19.12 of this Contract.

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

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

“Guarantee Term” shall have the meaning as defined in Section (ii) of Schedule C.

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

“Guaranteed Savings” are defined in Section 6.1 of Schedule C.

“Guarantee Savings Reconciliation Report” is defined as a written documentation setting forth, in detail the Annual Reconciliation for each Guarantee Year.

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

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

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

“Maintenance” is defined as tasks and procedures necessary to keep the equipment function and operation to manufacturer and project specifications for the term of the Guarantee unless otherwise provided in the Agreement.

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

“M&V Support Services” is defined as those services provided by the Company pursuant to the M&V Plan.

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

“Non-Appropriation” means the failure of an appropriation or availability of the Governing body of the County or the Legislature to appropriate money for any Fiscal Year sufficient for the continued performance by County of all of 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.

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

“Operation and Maintenance Manuals” or **“O & M Manuals”** is defined as the full set of diagrams, instructions, manuals, reports and other documentation needed to maintain and operate the ECMs.

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

- Baseline conditions have been properly defined; and
- The Equipment and Systems that were contracted to be installed have been installed; and
- The installed Equipment and Systems components or systems, *at the end of the construction period*, meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed Equipment and Systems is operating and performing in accordance with the specifications in the contract and meeting all functional tests.

The “potential to perform and generate Savings” may involve pre-retrofit and post-retrofit measurements or may be based on manufacturer and vendor data.

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

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

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

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

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

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

“Savings” is defined as Cost Savings.

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

“Savings Shortfall” is defined, for any Guarantee Year, the amount by which the Total Guarantee Year Savings is less than the Guaranteed Savings required for that Guarantee Year.

“Support Services” is defined as the services to be provided by AMERESCO and described in Schedule C and in Schedule K.

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

“Total Guarantee Year Savings” is defined as the summation of avoided Energy Costs and Operational Costs realized by Facilities in each Guarantee Year as set forth in Schedule C and Schedule O.

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

SECTION 2 INCORPORATION OF OTHER DOCUMENTS

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

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

Section 2.2 Investment Grade Energy Audit. Company has, under separate agreement, submitted the complete Investment Grade Energy Audit and analysis of the Facilities. The Investment Grade Energy Audit includes all Energy Conservation Measures agreed upon by the Parties. Any Work or services contemplated by the Investment Grade Energy Audit but not addressed in Schedules A, C, or K is not required to be performed under this Contract.

Section 2.3 Measurement and Verification. This Contract contains a Company-provided measurement and verification plan and Annual Reconciliation to monitor Cost Savings pursuant to § 489.145(5)(e) Florida Statutes.

SECTION 3 TERM OF CONTRACT

Section 3.1 Initial Term; Interim Period. The initial Term shall begin on the Commencement Date and, subject to the renewal provision in Section 3.2 and the termination provisions in Section 7, shall expire at the end of Fiscal Year in which the Commencement Date occurred. The Contract shall be effective and binding upon the Parties immediately upon the date it is last signed, and the period from such contract execution until the Commencement Date shall be known as the Interim Period.

Section 3.2 Renewals. The Term shall automatically renew for each successive Fiscal Year subject to the County making sufficient annual appropriations based upon continued realized savings [see § 489.145(5)(g)]; provided, however, the Term shall not extend beyond the earlier of (i) the effective date of termination under Section 7 of this Contract or (ii) twenty (20) years after the Commencement Date.

SECTION 4 SCOPE OF WORK

Section 4.1

(a) Company shall install the ECMs in the Facilities pursuant to specifications in Schedule A (Energy Conservation Measures to Be Installed by Company and Description of Facilities). Construction and installation shall proceed in accordance with the Construction Schedule approved by the County and attached hereto as Schedule G (Construction and Installation Schedule). The County shall make payments to the Company in accordance with Schedule D.

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

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

(d) Company shall perform all Work in accordance with applicable federal, state, and County laws and requirements applying to the Work performed under this Contract, including but not limited to the payment of responsible wages and benefits as required pursuant to section 2-11.16 of the Code of Miami-Dade County, Florida.

(e) Installation/Specifications: Prior to the commencement of work hereunder, Ameresco may, at its option, provide or, upon written request of the County, Ameresco shall provide a sample installation of, or written specification of, any ECM to be installed (each, a "Sample"). Sample installation limited to lighting measures. County shall furnish its written approval or disapproval of each Sample within ten (10) business days following County's receipt of Ameresco's written notice of installation and/or delivery of such Sample. County's approval of such Sample shall be in substantially the form of a Shop Drawing approval document. If County disapproves any such Sample, Ameresco shall have the right to provide a substitute specification or ECM (each, a "Substitution") which conforms to the applicable specifications or is equivalent to any applicable Sample previously approved by County. Upon County's written approval of a Substitution, Ameresco may revise the Attachments to reflect each such Substitution. If County does not approve or disapprove of any Sample or Substitution within ten (10) business days following County's receipt of Ameresco's written notice thereof, then County shall be deemed to have given its approval of such Sample or Substitution, as applicable. If, however, County does not approve of any Substitution, the Parties hereby agree to negotiate a mutually acceptable solution. County shall not unreasonably withhold, condition or delay any approval provided for herein.

Ameresco shall work collaboratively with the companies that have installed the new roofs on the Graham Building and the Children's Courthouse Building, and their roofing material manufacturers, to ensure that the PV system installations do not void any roof warranties. All roof penetrations shall consist of materials and methods compatible with the existing or new roof assembly. Roof penetrations shall comply with roofing industry standards and the roof manufacturer's specifications and requirements.

Roof penetrations from mounting systems, conduit, piping, and similar shall be minimized and Ameresco shall ensure that any necessary penetrations do not lead to issues such as water intrusion.

Section 4.2 Acceptance of ECMs.

a) When Company considers an ECM to have been substantially completed in accordance with all contractual requirements, Company shall provide the County with a written request for acceptance of ECM pursuant to Schedule P (Certificate of Acceptance of ECM). Within ten (10) business days from receipt of Company's written request, the County will make an inspection to determine whether the ECM installation is complete. If the County determines the ECM installation is not complete, the County will provide Company

with a specific material performance deficiency list of all items that must be corrected or completed before the County would consider the ECM complete. An executed Certificate of Acceptance or deficiency list will be provided to Company within thirty (30) business days from receipt of Company's written request, or the ECM will be deemed accepted by the County. If Company receives a deficiency list then, once Company has completed all items on the deficiency list, Company can request a second inspection by the County to verify the ECM installed is complete. Again, the re-inspection shall occur within ten (10) business days and a written response within thirty (30) business days. For each of the ECMs or Equipment and Systems that are installed in accordance with the terms of this Contract such that the Work associated with the particular ECM or Equipment and Systems is considered completed, the County will provide the Company Schedule P (Certificate of Acceptance of ECM). Company shall provide the County certificates of title for the Work once Company has received final payment.

(b) The Parties intend that a County Certificate of Acceptance of ECM will be executed for each ECM installation as soon as the installation is complete and beneficial use is provided. However, it is anticipated and agreed that the County will use installed and completed ECMs prior to the completion of all ECMs and prior to the Commencement Date. In such situations, the Parties will conduct acceptance inspections and Certificates of Acceptance of ECM as described above, for that ECM installed which is being operated and the County is receiving beneficial use. When the last ECM is completed, the County will sign the last Certificate of Acceptance representing Final Project Acceptance. The first day of the month following Final Project Acceptance shall be the Commencement Date. Except as specified in Schedule K (Company's Maintenance Responsibilities and Training), 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 Maintenance. Company shall provide service, repairs, and adjustments to the ECMs pursuant to Schedule K (Company's Maintenance Responsibilities and Training). The County accepts responsibility for execution of manufacturers' maintenance procedures for all Equipment and Systems.

Section 4.4 Records and Data.

(a) The County has furnished or shall furnish (or cause its suppliers to furnish) to Company, upon its request, all of its records and complete data concerning energy or water usage and energy/water-related maintenance for the Facilities described in Schedule B (Pre-existing Equipment Inventory). During the Term, the County will provide Company copies of all energy and water bills relevant to ECMs on a regular basis so that Company may provide the Cost Savings report identified in subsections 4.4(b) and 5.3 below.

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

(c) Company shall also furnish the County with Operation and Maintenance Manuals.

(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 upon payment of amounts due the Company as of the date of termination.

(e) Company shall be subject to audit during the term of this Contract and for a period of one (1) year after its termination by the County or its designee. County shall have the right, upon reasonable notice to Company, 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. Any audit and inspection rights include only the rights to verify compliance with the Contract Documents and do not include the right to review Company's proprietary information.

(f) The Company shall comply with the Public Records Laws of the State of Florida as set forth in Chapter 119 of the Florida Statutes, including but not limited to: (1) keeping and maintaining all public records required by the County to perform the service; (2) upon request from the County's custodian of public records, providing the County with a copy of the requested records or allowing the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential

and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Company does not transfer the records to the County; (4) upon completion of the Contract, transferring, at no cost, to the County all public records in possession of the Company or keeping and maintaining such public records required by the County to perform the service. If the Company transfers all public records to the County upon completion of the contract, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Contract, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County. Failure to meet any of these requirements or to comply with Florida Public Records Laws as applicable as set forth in this Section shall be a material breach of the Contract and shall be enforced in accordance with the terms of the Contract.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
People and Internal Operations Department
Attn: Salomee Peters
111 NW 1st Street, Suite 2130
Miami, Florida 33128
SZM@miamidade.gov
Phone No.: 305-375-1188

Section 4.5 Training. Company shall conduct the training program described in Schedule K (Company's Maintenance Responsibilities and Training) hereto. The training specified in Schedule K (Company's Maintenance Responsibilities and Training) must be completed prior to any written request from Company asking for County's acceptance of the ECM. Company shall provide training with respect to updated or altered Equipment and Systems, including upgraded software, as defined by Schedule K. The cost of such training is included in the payments due the Company for the Work that are set forth in Schedule D.

Section 4.6 Permits and Approvals. Company shall be responsible for obtaining all governmental construction permits, any other permits or licenses, and approvals as may be required for installation of the ECMs and for the performance of its obligations hereunder. The County, in its proprietary capacity, shall cooperate with Company in obtaining all such permits and approvals, provided that the County's cooperation shall not require the County to incur costs, or make any payments beyond the Contract Price. The Equipment and Systems and the operation of the Equipment and Systems by Company shall at all times conform to all federal, state and local code requirements. Company shall furnish copies of each permit or license which is required to perform the work to the County before Company commences the portion of the Work requiring such permit or license. After Final Acceptance, the operation of the Equipment and Systems by County shall at all times, conform to all federal, state and local code requirements in operation and maintenance of equipment.

Section 4.7 Change Orders.

In light of the large scale of the Work to be performed by the Company, the County may determine that the installation will be conducted in phases containing particular ECMs. The Parties agree that the County may phase installation of the ECMs over time through Change Orders to the Contract. Any such Change Orders shall include, but not be limited to, a change, as applicable, to the scope of Work, Construction and Installation Schedule (Exhibit G), the payment schedule (Schedule D and Exhibit 1), Measurement and Verification Plan (Schedule V) and Savings Guarantee (Schedule C).

Section 4.8 Inspector General Reviews/Audit & Compliance.

(a) Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon thirty days written notice from the County, the Company shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Contract for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Company's prices be inclusive of any charges relating to these IPSIG services. The terms of this provision herein apply to Company, its successors and assigns, and any subcontractors. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Company in connection with, and as and when provided under, this Contract.

(b) Miami-Dade County Inspector General Review. According to Section 2-1076 of the Miami-Dade County Code of Ordinances, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total Contract Price which cost shall be included in the total Contract Price. The audit cost shall be assumed by the County, and the Company shall have no liability, therefore.

(c) Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to the Company. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Contract. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Company, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of the Company, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Contract and to detect fraud and corruption.

(d) Subject to all applicable Laws and the terms and conditions herein, upon written notice to the Company from the Inspector General or IPSIG retained by the Inspector General, the Company shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to the Company, to the extent such records and documents do not contain confidential or proprietary information of AMERESCO and its subcontractors and suppliers. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to the Company, copy all such documents and records in the Company's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract. In no event will these provisions be interpreted to provide the County any rights over and above those mandated in the foregoing Code and ordinance.

Section 4.9 NOT USED.

SECTION 5 PAYMENTS TO COMPANY

Section 5.1 Energy, Water, and Wastewater Performance Savings Guarantee. Company has formulated and provided a written Guarantee that the Cost Savings will meet or exceed the sum of the costs: (1) of the Energy Conservation Measures; (2) associated with the Financing Agreement (financing costs); and (3) of the Support Services; and will meet or exceed the estimated cost savings set forth in the Schedule C pursuant to § 489.145(4)(c), Florida Statutes, and that the amount of any actual annual savings meet or exceed total annual contract payments made by the County for the contract pursuant to § 489.145(3)(d)(2), Florida Statutes. Any provisions providing for measured savings over and above the Guaranteed Savings that are included in the reconciliation process are subject to agreement by the County (which will not be unreasonably withheld), and there will be no stipulation as to savings amounts achieved other than operating, maintenance, and cost avoidance as allowed, if applicable, and as set forth in the Schedules to this Contract. The Savings Guarantee is attached as Schedule C, providing the annual level of Cost Savings to be achieved as a result of the Energy 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 Savings 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 and Deliverables) and Schedule L (Financing Agreement) if applicable.

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

Section 5.3 Annual Reconciliation.

(a) Reconciliation Reports: Pursuant to § 489.145(5)(e), Florida Statutes, Company is required to provide to the County an Guarantee Savings Reconciliation Report of the Cost Savings annually. Within sixty (60) days of the expiration of each Guarantee Year, Company will deliver to County's Contract Manager, identified in Section 19.9 below, an Annual Reconciliation report for such prior Guarantee Year, reflecting the amount of Guaranteed Savings for the applicable year and the amount of actual Cost Savings achieved. Upon delivery of the report and all supporting documentation, County will have thirty (30) business days to accept or reject the report. County shall provide written notice of such rejection, within the stated acceptance period, specifying the basis of the deficiency. Company shall have twenty (20) business days to cure such deficiency and deliver to County a corrected Guarantee Savings Reconciliation Report. If the County fails to reject any report (including corrected reconciliations) within 45 business days of receipt of all required documentation, County shall be deemed to have accepted the Guarantee Savings Reconciliation Report as of the final day of the 45th business day period, unless a longer acceptance period is mutually agreed upon in writing.

(b) Annual Savings Shortfalls: If the annual Guarantee Savings Reconciliation Report reveals a Savings Shortfall in guaranteed Cost Savings, Company is liable for such Savings Shortfall and shall pay to County the amount of the Savings Shortfall. County shall submit to Company a written statement as to the amount of the shortfall (County Shortfall Payment Demand) to the extent shown in the Guarantee Savings Reconciliation Report, which may be incorporated into the County's response to Company's Annual Reconciliation. Company shall remit such payments to County within sixty (60) days of written notice by County of such monies due. If Company fails to make such payment to County within 45 days after demand therefore, County may offset the amount due against payments required under Schedule D.

Section 5.4 County Payment. County shall pay Company as set forth in Schedule D (Compensation to Company and Deliverables). All other payment and contract provisions of § 287.058 (1) Florida Statutes,

are incorporated herein by reference and Company and the County each agree to abide therewith as applicable. In the event County fails to make payment within the time frames specified in chapter 218, Florida Statutes pertaining to prompt payment following the receipt of a proper invoice, County shall pay, as late charges, any interest assessed for untimely payment. The interest rate will be the rate set pursuant to and in accordance with chapter 218, Florida Statutes.

The Compensation set forth in Attachment D is based upon laws, codes and regulations in existence as of the date of execution of this Contract. Any needed or requested changes in or to the Scope of Work resulting from a change in applicable laws, codes and regulations affecting the cost of the Work and/or schedule shall be mutually agreed to by the Parties. Company reserves the right, in its discretion, to request a Change Order to increase the Contract Price in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Company used to determine such Contract Price. The County shall not unreasonably withhold, condition or delay its consent to such a request for a Change Order.

Section 5.5 Financing. The Parties acknowledge that the County will strive to obtain a separate Financing Agreement with a third party, a sample form of which may be incorporated herein as Schedule L (Financing Agreement), since County is financing the acquisition, which constitutes County's source of funding for its obligations under this Contract. If the terms of the Financing Agreement are unacceptable to the County, or if no Financing Agreement is offered by a reputable financing institution, the County shall be freed of any payment obligation towards any prior costs incurred by the Company and the County shall thereafter have a right to terminate this Contract for convenience without any liability or obligations on behalf of the County to Company. All County payment obligations set forth herein are subject to the applicable provisions of any Financing Agreement, approved by the County in its sole discretion; provided, however, that the County's payment obligations to the Company under this Agreement cannot be altered without the Company's written consent. Company may not assess any late fees for a County failure to deliver the completed documents to the Lender.

Section 5.6 Current Expense. County's obligations hereunder constitute a current expense that is payable exclusively from Legally Available Funds and are not and shall not be construed to be a debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither County nor the State nor any political subdivision or County 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 the Baseline, the expenses that the County would have incurred had the project not been implemented. The Parties agree that the Baseline has been calculated using the Baseline set forth in Exhibit 3, which has been based on the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-102000-0960, September 2000). Details of the Measurement and Verification methodology has been agreed upon by the Parties and is documented in Schedule F and Schedule V.

SECTION 6 FISCAL FUNDING

Section 6.1 Annual Appropriations. County's performance and obligation to pay under this Contract is contingent upon an annual appropriation and the County's obligations with respect thereto are subject to the appropriation of funds by the governing body of County 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. County intends for this Contract to continue until all payments contemplated under Section 5 have been satisfied. County agrees to direct the person within such County in charge of preparing County's budget to include in the budget request for each Fiscal Year the payments becoming due to Company in such Fiscal Year. The Parties acknowledge that appropriation for such payments is a governmental function that County cannot contractually commit the governing body of County to perform and this Contract does not constitute such a commitment.

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

Section 6.4 Reserved.

Section 6.5 Reserved.

Section 6.6 No Waiver of Sovereign Immunity. Regulatory Powers or Police Powers. Nothing herein shall be construed as waiving the sovereign immunity of the County, the State of Florida or any agency or instrumentality thereof. Nothing herein shall be construed as a limitation on the County's right to regulate, or to otherwise exercise its police powers to the full extent of the law, including but not limited to, rights and powers related to the building code, fire code, water and sewer regulations, and/or environmental regulation. This Contract shall in no way estop the County from withholding or refusing to issue any permits or approvals of applications for building, zoning, planning or development under applicable laws and regulations.

SECTION 7 TERMINATION

Section 7.1 Termination for Non-Appropriation. This Contract shall immediately terminate with respect to each ECM for which a Non-Appropriation has occurred. The termination shall be effective as of the last day for which funds were appropriated and Company may then pursue its rights under Section 6 above. However, in the event that the appropriations act 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 County pending enactment of a final budget makes available to 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 ECMs. In the event of a termination under Section 7.1 above, Company may elect to terminate this Contract with respect to all, but not less than all, of the remaining ECMs. This election shall be made by written notice to 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, County shall pay to Company any payments and other amounts that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract with any available, appropriated funds.

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 ECM Schedule shall be executed after any termination due to Non-Appropriation or Event of Default. Termination of this Agreement for any reason whatsoever shall terminate the Company's obligations with respect to the Guarantee of Energy Savings, including any obligation to make payments pursuant to the Guarantee.

Section 7.5 Termination for Convenience of the County or for Non-Appropriation.

The County may, at any time, terminate this Contract for its convenience and for any reason whatsoever or for non-appropriation upon sixty days written notice to Company. Upon receipt of such notice, Company shall immediately cease all Work and shall cease the further ordering of any and all Equipment and Systems that have not yet been ordered and shall use reasonable, diligent and good faith efforts to return any and all Equipment and Systems that have not yet been installed or incorporated into the Work. Within thirty (30) days of the effective date of such termination, the County shall pay to Company any payments and other amounts that are due and owing and that have not been paid with respect to this Contract, including but not limited to, with respect to all Work that is in place or any Equipment and Systems that may have been ordered but not installed and which could not be returned despite Company's diligent, good faith efforts, any restocking fees, transportation fees, or any other costs incurred by Company as a result of the termination of this Contract.

SECTION 8 WARRANTIES

Section 8.1 Equipment and Systems Warranties. Company covenants and agrees that all materials and Equipment and Systems to be installed as part of this Contract shall be new, in good and proper working condition and protected by appropriate original Equipment and Systems manufacturer (OEM) written warranties covering all parts and Equipment and Systems performance. Company further agrees to deliver to County for inspection and approval, all such written warranties and to obtain extended OEM warranties as set forth as Schedule Q (Equipment and Systems Warranties). Such OEM warranties shall either be directly from the OEM to the County or, Company shall, at County's request, assign to County any and all manufacturer's or installer's warranties for Equipment and Systems or materials not manufactured by Company and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 8.3.

All warranties shall be transferable and extend to County. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessary. The warranties shall be in force for a minimum of one year from the County acceptance of the ECM.

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

Section 8.2 Labor Warranties. Company warrants that all work performed under this Contract complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with County supplied specifications and standards.

Section 8.3 Company Limited Warranty. In addition to providing the above described Equipment and Systems manufacturer's warranties, which are the responsibility of the OEM and not the Company, Company warrants that all such Equipment and Systems and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of County acceptance of the Equipment and Systems or ECM in question, provided that no repairs, substitutions, modifications, or additions have been made, except by Company, and provided that after delivery such Equipment and Systems or materials have not been subjected by non-Company personnel to accident, neglect, or misuse, in violation of any written instructions supplied by Company. Company's sole liability hereunder shall be to repair promptly or replace defective Equipment and Systems or materials, at Company's expense or to provide funds to the County reasonably necessary for the County to have a third-party repair or replace the defective Equipment and Systems or material. The limited warranty contained in this Section 8.3 shall constitute the exclusive remedy of County and the exclusive liability of Company for any breach of any warranty related to the Equipment and Systems and materials furnished pursuant to this Contract. The warranties are more specifically set forth in Schedule A.

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

SECTION 9 INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 9.1 Indemnification by Company. Company or AMERESCO shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all third party claims and resulting liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Company or its employees, agents, servants, partners principals or subcontractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Section 9.2 Indemnification by County. The Parties agree that Company shall not be responsible for damages resulting from County's negligence. The County does hereby agree to indemnify and hold harmless the Company to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Company from any liability or claim arising out of the negligent performance or failure of performance of the Company or any unrelated third party.

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 (other than payments expressly required and properly due under this Agreement), or lost operating savings. Notwithstanding the foregoing, nothing in this section will be construed to limit any of the remedies afforded to County under Rule 60A-1.006(3), Florida Administrative Code.

SECTION 10 OWNERSHIP

Section 10.1 Ownership of Certain Proprietary Property Rights. 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 any ECM. Company shall grant to County all rights for the duration of this Contract for any and all software or other intellectual property rights necessary for County to continue to operate, maintain, and repair the ECM in a manner that will yield maximal consumption reductions; all rights to software shall be as set forth in the license agreement in Exhibit 6.

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

Section 10.3 Ownership of Installed Equipment and Systems; Risk of Loss. Upon the issuance of a Certificate of Acceptance for an ECM, County shall have all legal title to and ownership of all underlying Equipment and Systems and Company shall take all actions necessary to vest such title and ownership in County. The risk of loss or damage to all items shall be the responsibility of Company until County's first beneficial use of a piece of Equipment and Systems, after which time such risk of loss or damage shall be the responsibility of County; unless while Company is responsible such loss or damage results from negligence by County; Company shall be responsible for filing, processing and collecting all damage claims prior to County's first beneficial use.

Section 10.4 Patent and Copyright. Company, without exception, shall indemnify and save harmless County and its employees from liability of any nature or kind, including cost and expenses for or on account of any United States copyrighted, United States patented, or unpatented invention, process or article manufactured and supplied by Company. Company has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with Equipment and Systems or data not supplied by Company or is based solely and exclusively upon County's alteration of the article. County will provide prompt written notification of a claim of copyright or patent infringement and will afford Company full opportunity to defend the action and control the defense. Company shall not be responsible for any settlement made without its written consent. Further, if such a claim is made or is pending Company may, at its options and expenses procure for 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, County agrees to return the article on request to Company and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

SECTION 11 FACILITIES MAINTENANCE AND EQUIPMENT AND SYSTEMS SERVICES

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

Section 11.2 Changes to ECMs and Facilities by County. County shall not move, remove, modify, alter, or change in any way the ECMs or any part thereof without the prior written approval of Company, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, County may take reasonable steps to protect an ECM 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, County shall take reasonable steps to protect the ECM from damage or injury and shall follow instructions for emergency action provided in advance by Company. 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 ECM. If Company contends that County has made any material changes, including a material change in manner of use, hours of operation for the Equipment and Systems, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of Equipment and Systems at the Facilities, then Company shall submit a report to County and Company and County shall determine mutually and in good faith what, if any, adjustments to Baseline will be made.

Section 11.3 Changes to ECMs by Company. Notwithstanding anything to the contrary in this Contract or elsewhere, 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 ECM, revise any procedures for the operation of the Equipment and Systems or implement other saving actions in the Facilities, provided that (i) such modifications or additions to, or replacement of the ECM, and any operational changes, or new procedures are necessary to enable Company to achieve the savings at the Facilities and; (ii) any cost incurred relative to such modifications, additions or replacement of the ECM, or operational changes or new procedures shall be the responsibility of Company. All modifications, additions or replacements of the ECM or revisions to operating or other procedures shall be made by written amendment to this Contract.

SECTION 12 PROPERTY/CASUALTY/INSURANCE

Section 12.1 Insurance. Company shall furnish **Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's compensation insurance as required by Florida Statute 440.
- B. Commercial General Liability to include Products/completed operations in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. **Miami-Dade shall be included as an additional insured**
- C. Automobile Liability insurance for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit
- D. Umbrella insurance in an amount not less than \$5,000,000 per occurrence \$5,000,000 per project aggregate. Umbrella must provide excess coverages over underlying B. and C. coverages. Terms to be not more restrictive than underlying coverages.
- E. Professional Liability for a minimum of \$2,000,000 per claim \$4,000,000 aggregate.
- F. Installation Floater on an All-Risks or Special perils basis for 100% of the cost of the project on a replacement cost basis. Miami-Dade County must be included as a loss payee

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Prior to commencement of work under this Contract, Company will be required to provide County with current certificates of insurance specified above.

Company shall provide at least thirty (30) days' prior written notice to County before coverages afforded under the policies are canceled or changed materially. 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.

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

Section 12.3 [Reserved]

SECTION 13 BOND

Section 13.1 County shall be provided with the following bonds, within 30 days of the date of this Contract:

(a) Payment and Performance Bond: At least ten (10) days before Company anticipates the County's issuance of the notice to proceed for the installation, construction and retrofit of the Work (including prior to the purchase of any Equipment and Systems), Company shall execute and furnish the County and record in the public records of the County, a payment and performance bond in the amount of the Contract Price and in accordance with the provisions of section 13.2 below.

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

(a) County shall be named as the beneficiary of the bonds. Company's bonds shall provide that the insurer or bonding company shall pay losses suffered by County directly to County. Company or its insurer shall provide County thirty (30) days prior written notice that the bond(s) has been renewed 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 are a project cost and are included in the Contract Price. The Performance and Payment bonds apply only to the installation portion of the contract and do not apply in any way to the energy savings guarantees or extended warranties beyond one year.

(b) Company shall and its bonds shall comply with § 255.05 "Bond of contractor constructing public buildings; form; action by materialmen" of the Florida Statutes.

(c) No Work shall commence, no Equipment and Systems shall be purchased and no payments shall be made to Company until the bond is in place as per § 255.05 Florida Statutes.

(d) To be acceptable to 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. 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, including all Schedules, other than as referred to in Clause (a) of this Section.

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

SECTION 15 REMEDIES UPON DEFAULT

Section 15.1 Opportunity to Cure Defaults.

Each Party shall have a period of forty (40) days after being notified in writing of an event of default to cure said default. With respect to non-monetary defaults, if the alleged default cannot reasonably be cured within forty (40) days, and the Party commences to cure within such period, and further provided that such efforts are prosecuted to completion with reasonable diligence, the Party shall have an additional sixty (60) days to cure any alleged default.

Section 15.2 Remedies upon Default by County.

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

Section 15.3 Remedies Upon Default by Company.

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

(a) 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) County may take any and all steps necessary to cure Company's default including the hiring or contracting of third parties to fulfill Company's obligations. In the event County takes any action to effect such cure, Company shall be obligated to reimburse County for County's reasonable costs and expenses incurred, including cost of cover pursuant to Fla. Admin. Code Rule 60A-1.006 (3).

SECTION 16 ASSIGNMENT

Section 16.1 Assignment by Company. Company acknowledges that County is induced to enter into this Contract by, among other things, the professional qualifications of Company. Company agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of County; provided Company can without prior approval from County assign this Contract to its parent or affiliate companies.

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

Section 16.2 Assignment by County. 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, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, 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 Miami-Dade County entity, to such succeeding entity.

SECTION 17 DISPUTE RESOLUTION

County and Company agree that any dispute between them relating to this Contract will first be submitted, by written notice, to a designated representative of both County and Company who will meet at County's place of business or other mutually agreeable location, or by telephone or video conference, and confer in an effort to resolve such dispute. In the event the representatives are unable to resolve the dispute within ten (10) days after submission to them, either Party may institute a legal or equitable proceeding in order to resolve the dispute.

Any dispute, controversy, or claim arising out of or in connection with, or relating to this Contract, or any breach or alleged breach thereof, shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action between the Parties relating to this Contract shall be in Miami-Dade County, Florida, and any action to determine the rights and obligations of the Parties hereto shall be brought in the courts of the State of Florida.

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. County hereby warrants and represents that:

- (a) it has provided or shall provide timely to Company, all records in the County's possession relating to energy usage and energy-related maintenance of Facilities requested by Company and it will use reasonable, diligent efforts to ensure that 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 Company.

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

- (a) before commencing performance of this Contract it shall have (i) become licensed or otherwise permitted to do business in the State of Florida, and (ii) provided proof and documentation of required insurance pursuant to Section 12, and (iii) made available, upon reasonable request, all documents relating to its performance under this Contract;
- (b) it shall use qualified subcontractors and delegees, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;
- (c) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to perform its obligations under this Contract.

SECTION 19 MISCELLANEOUS

Section 19.1 Waiver of Liens. Company will obtain and furnish to County a Final Waiver of Liens from each vendor, material manufacturer and laborer in the supply, installation and servicing of each ECM. Company shall provide to County the Final Waiver of Liens from subcontractors and suppliers with Company's invoice for final payment. Should liens or claims be filed against the Facilities by reason of Company's acts or omissions, Company shall cause same to be discharged by bond or otherwise within ten (10) days after notice to Company of filing.

Section 19.2 Compliance with Law and Standard Practices; Hazardous Materials. Company shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws, ordinances, and regulations, in accordance with sound engineering and safety practices, and in compliance with all rules of County relative to the Facilities that have been provided by County to Company in writing prior to Contract execution.

Company shall not use, store, dispose of or otherwise handle any Hazardous Substance (as defined in 42 U.S.C. Sections 9601, 9603, 6921, 7412, 49 U.S.C. Sections 1802 and 33 U.S.C. Sections 1321 and 1317 as now or hereinafter amended) in or on the Facilities except in a lawful manner and so as not negligently 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, any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing or any other substance identified either as a "hazardous substance", "hazardous waste", "pollutant", "contaminant" or other similar term in any applicable federal, state or local law or regulation, as such law or regulations may be now or hereafter amended. County agrees that if performance of work may involve or disturb any Hazardous Materials, County will perform or arrange for the performance of such work and shall bear the sole risk and responsibility therefore. In the event Company discovers any suspected Hazardous Materials, Company shall immediately cease work in the affected area of the site, and promptly notify County. County shall be responsible to handle such Hazardous Materials at its expense. Company shall undertake no further work in the affected area of the site until notified by County in writing. In the event of a stoppage of work by Company, the installation schedule will be automatically extended by the amount of time of the work stoppage and any additional costs incurred by Company as a result will be added by Change Order.

Company is not responsible for determining whether the Work or the temperature, humidity and ventilation settings used by County, are appropriate for County and the site with respect to avoiding or minimizing the potential for accumulation, concentration, growth or dispersion of Hazardous Materials.

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

COMPANY WILL NOT BE RESPONSIBLE FOR ANY CLAIMS OR COSTS OF ANY NATURE THAT IN ANY WAY RESULT FROM OR ARISE UNDER THE EXISTENCE OF MOLD OR ANY OTHER HAZARDOUS MATERIAL, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION 19.2 WITH RESPECT TO HAZARDOUS MATERIAL.

Section 19.3 Independent Capacity of Company. The Parties agree that Company, and any agents and employees of Company, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of County.

Section 19.4 No Waiver. The failure of Company or 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 Company or 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 and Exhibits attached hereto, when executed, shall constitute the entire Contract between both Parties and this Contract may not be amended, modified, or terminated except by a written document signed by the Parties.

Section 19.7 Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 19.8 Applicable Law. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.

Section 19.9 Notice. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or delivered to a nationally recognized express mail service, postage prepaid to the address shown below or to such other persons or addresses as are specified by similar notice. 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: AMERESCO, INC. – Attention: Ron Haxton, Senior Vice President
111 Speen Street, Suite 410
Framingham, Massachusetts 01701

TO COUNTY: Miami-Dade County – Attention: Alejandro Martinez-Esteve, Assistant Director,
People and Internal Operations Department
111 NW 1st Street, Suite 2420
Miami, Florida 33128

and

Miami-Dade County – Attention: Jason Grant, Senior Energy Resilience Program
Manager and Aundria Blatch, Program Management Manager,
People and Internal Operations Department
111 NW 1st Street, Suite 2420
Miami, Florida 33128

Section 19.10 Statutory Notices and Requirements. 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 termination of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Company, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287 Florida Statutes.

Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Company to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, 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.

Section 19.11 Public Records. County shall have the right of unilateral cancellation of this Contract following any refusal by Company to allow public access to all documents, papers, letters, or other material

made or received by Company in conjunction with this Contract.

Section 19.12 Delays Caused by The County and Force Majeure.

Notwithstanding any other provision in this Contract, 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, hurricane, tropical storm, 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); pandemics or epidemics; 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 Company is delayed in its performance by reason of such cause, (1) no such extension shall be made unless notice thereof is presented by Company to County in writing within thirty (30) calendar days after the start of the occurrence of such delay, (2) no payment shall be made by County for any fees or expenses incurred by Company by reason of such delay, (3) Company shall use diligent efforts to perform its obligations during such period of delay, and notify County of the abatement or cessation of such cause, and (4) no extensions of time shall be provided or be operative in excess of 12 months.

Notwithstanding anything to the contrary, the Parties agree that COVID-19 (and all variations of COVID) are not Force Majeure Events and the Company shall not be entitled to any extensions of time to deliver or perform its work to the extent Company alleges or claims that delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

Section 19.13 Tax-Related Cooperation. County agrees to execute any documents and to provide additional reasonable cooperation to Company related to Company tax filings under Internal Revenue Code Section 179D. Company will be designated the sole Section 179D (or any amendment thereof or replacement legislation) beneficiary.

Section 19.14 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than fifteen (15) days after first observance of the conditions, and, if appropriate, Company and County will negotiate in good faith an equitable adjustment to the Contract Price and Installation Schedule.

Section 19.15 Guarantee Savings; No Representation Except in Contract.

Company guarantees County will realize the Guarantee Savings as defined in the Schedules during the term of this Contract. NOTWITHSTANDING THE FOREGOING, COMPANY (A) MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FINANCIAL PROJECTIONS, CASH FLOW MODELS, PRO FORMA FINANCIAL STATEMENTS OR OTHER DOCUMENTS, DATA OR INFORMATION (COLLECTIVELY, "PRIOR PROJECTIONS") PROVIDED BY OR ON BEHALF OF COMPANY TO COUNTY OR ITS REPRESENTATIVES PRIOR TO THE EXECUTION AND DELIVERY OF THIS CONTRACT AND (B) HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PRIOR PROJECTIONS. COUNTY HEREBY ACKNOWLEDGES AND AGREES THAT (i) COMPANY DOES NOT GUARANTEE THAT ANY RESULTS SET FORTH IN ANY PRIOR PROJECTIONS WILL BE ACHIEVED, (ii) ACTUAL RESULTS MAY VARY MATERIALLY FROM THE PRIOR PROJECTIONS, AND (iii) COUNTY HAS NOT RELIED UPON ANY SUCH PRIOR PROJECTIONS IN DETERMINING TO ENTER INTO THIS CONTRACT AND CONSUMMATE THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 19.16 Company Not Municipal Advisor.

COMPANY IS NOT, NOR IS COMPANY COMPENSATED AS, A MUNICIPAL ADVISOR OR FIDUCIARY ACTING ON COUNTY'S BEHALF. ANY AND ALL FINANCIAL AND OTHER INFORMATION PROVIDED ABOUT OR RELATING TO MUNICIPAL SECURITIES OR OTHER MUNICIPAL FINANCIAL PRODUCTS IS PROVIDED FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS ADVICE, IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED) AND WITHOUT ANY REPRESENTATION WITH RESPECT TO ACCURACY OR COMPLETENESS, AND MUST NOT BE RELIED UPON IN CONNECTION WITH ANY SECURITIES, INVESTMENT OR FINANCIAL DECISION OR OTHER ACTION/INACTION. COUNTY SHOULD OBTAIN THE ADVICE OF A FINANCIAL ADVISOR, MUNICIPAL ADVISOR OR OTHER THIRD PARTY LICENSED AND QUALIFIED TO ADVISE YOU REGARDING ANY OF THE INFORMATION PROVIDED ABOUT, OR THE POTENTIAL SUITABILITY OF, MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS.

Section 19.17 County retains all rights that it already holds in data and other information that County or persons acting on its behalf input, upload, transfer, or make accessible in relation to, or which is collected from County's devices or equipment pursuant to this Contract ("Input Data"). Company and its affiliates have the right to collect, retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop any products or services. Company and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify County. Any County Personal Data contained within Input Data shall only be used or processed in accordance with applicable law and any data privacy terms agreed upon by the Parties. The solar system will tie into the existing County infrastructure with the required meter added to the scope of work All information, analysis, insights, inventions and algorithms derived from Input Data by or on behalf of Company and/or its affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Company and are Company's confidential information. This Section survives expiration or termination of this Contract and shall apply notwithstanding any other provision of this Contract or any other agreement.

Section 19.18 Verification of Employment Eligibility (E-Verify).

By entering into this Contract, the Company becomes obligated to comply with the provisions of section 448.061, Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract may be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employees must enroll in the E-Verify system (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

Section 19.19 Disability Nondiscrimination.

By entering into this Contract, the Company becomes obligated to comply with the requirements of Miami-Dade County Resolution No. R-385-95. By executing this Contract, the Company certifies that it is not in violation of the Americans with Disabilities Act (ADA) of 1990 (and related Acts) or Resolution No. R-385-95. The County may declare the Company in default of this Contract should a post contract violation of any of the Acts occur. Failure to comply with the requirements of Section 3 of Resolution No. R-385-95 may result in debarment of those who knowingly violate this policy or falsify information.

Section 19.20 Domestic Leave.

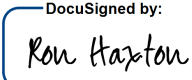
By entering into this Contract, the Company becomes obligated to comply with the requirements of Miami-Dade County Resolution No. R-99-5 and Resolution R-185-00. By executing this Contract, the Company

certifies that it is not in violation of the Domestic Leave Ordinance. The County may declare the Company in default of this Contract if the Company fails to comply with the requirements of Resolution No. R-185-00 or the Domestic Leave Ordinance. The Company may also be debarred.

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:

DocuSigned by:

By: BA9906B0E8BB4BF...
[Signature]

By: _____
[Signature]

Senior Vice President
Title: _____

Title: _____

6/12/2025
Date: _____

Date: _____

Schedule A

Energy Conservation Measures to Be Installed by Company and Description of Facilities

ENERGY CONSERVATION MEASURES (ECMs)

The following table summarizes the ECMs recommended and described in the IGA dated June 10, 2021 that are incorporated into the Scope of Services:

Facility	LED Lighting Upgrade	Rooftop Solar
Miami Children's Courthouse	X	X
Graham Building	X	X

This Schedule provides a description of the ECMs and related equipment to be installed by Ameresco at 2 facilities. Installation of the ECMs and the included equipment is subject to change if Ameresco discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate, or significantly affect Ameresco's anticipated economic benefit or the Guarantee of Energy Savings.

This Schedule includes by reference the IGA dated as of June 10, 2021 for the Property and submitted under separate cover and Exhibit 2 – Detailed Scope of Work. In the event that discrepancies exist between the Schedules and the IGA, the Contract and Schedules supersede the IGA.

DESCRIPTION OF FACILITIES

The following buildings, facilities, and areas, which are owned and operated by County, (the “Property”) are included in the Scope of Work detailed in the Contract. Detailed descriptions of the facilities are provided in Schedule B.

Facility	Address
Miami Children’s Courthouse	155 NW 3 rd St Miami, Florida 33128
Graham Building	1350 NW 12 th Avenue Miami, Florida 33136

Schedule B

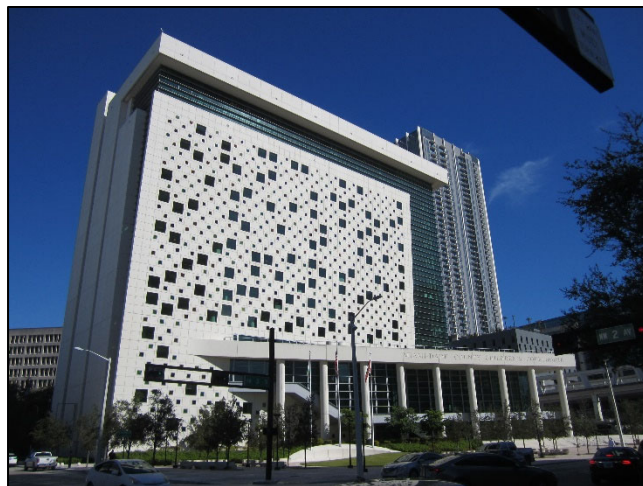
Pre-existing Equipment Inventory

For a description of the existing equipment at the two (2) facilities at which AMERESCO will perform Work, refer to the IGA dated June 10, 2021. For the sake of clarity, the Work AMERESCO will perform is only that Work specifically set forth in Schedule A and Exhibit 2 to this Agreement.

Ameresco initially conducted preliminary site walks of Miami-Dade County (MDC) facilities in November 2019. Through discussions with the County, Ameresco narrowed down the list of facilities to two facilities and conducted detailed site walks in June 2020. These site walks included multiple facility inspections, subcontractor walkthroughs, and data gathering exercises.

CHILDREN'S COURTHOUSE

The Children's Courthouse (CCH) consists of a single 14-story building with on-site parking lot located in downtown Miami. Its construction began in 2015 with occupancy occurring in late 2016/early 2017. The building totals 371,470 square feet and is primarily constructed with concrete and impact resistant glass. The facility has two roofs, an upper roof and a lower roof. Both roofs are constructed with thermoplastic polyolefin (TPO) membranes on lightweight concrete. The lower roof, located between the 4th and 5th floors, previously had a vegetative roof installed atop the TPO membrane. The building is normally occupied from 8 a.m. to 5 p.m., Monday through Friday, with minor usage on weekends.



Children's Courthouse

Cooling is provided by chilled water supplied by a district cooling loop which is owned and operated by Miami-Dade County. The building automation system is a recent generation Johnson Controls Metasys direct digital control (DDC) system. A back-up generator is onsite for emergency power.

Roofing System

The roofing systems were original to the building's construction and in relatively good condition, with the exception of the vegetative lower roof area. The vegetative lower roof reportedly has had issues since construction. During the site walks that occurred in the past year, Ameresco noticed water stained ceilings in the lobby of CCH. The lower vegetative roof is directly located above the lobby. Upon further discussions with CCH facilities management, they did report the roof has been leaking for some time. The pitch of the roof and its associated roof drains were largely functional, with minimal pooling on the roof.

The vegetative roof has various flora growing on it. Pavers form a walkway around the vegetative roof. The roof membrane could not be inspected at the time of the site visits due to the vegetation on top.

There is structural steel located on the upper roof with the original intent for window washing use. Due to construction budget constraints, the window washing tethering system was never fully installed and the structural steel was left in place. Additionally, the upper roof did have areas that were seeing de-layering of the TPO membrane; however, this was isolated in select areas.

Lighting protection systems were observed to be installed throughout both roofs. The building and its roof have an orientation that is east-west with clear access to the southern horizon, which makes it an ideal candidate for solar PV installation.

With the consideration of this building into the greater solar PV project, the County has agreed to repair/refurbish the upper roof area and replace the roofing system on the lower roof separate from and prior to commencement of construction of the solar PV project. These repairs and replacement will enable the PV system to be used without removal for re-roofing within the span of its operating life, typically an average of 25 years.



Children's Courthouse Upper Roof



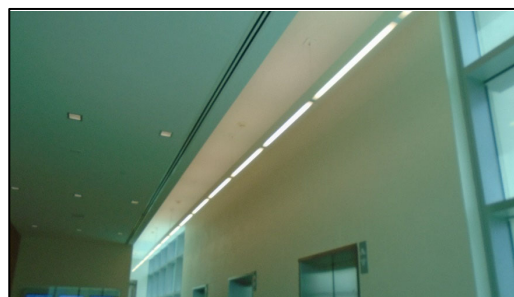
Existing Children's Courthouse Lower Roof

Lighting System

The existing lighting system throughout the Children's Courthouse consists primarily of four-foot T8 and T5 linear fluorescent fixtures as well as compact fluorescent recessed can fixtures. Courtrooms have 2- and 3-lamp, 54W T5HO, twin reflector indirect fluorescent style fixtures, 2-lamp, 42W 4-pin dimmable compact fluorescent recessed can fixtures, and 1-lamp, 32W T8 dimmable recessed fluorescent lensed strip fixtures. Corridors consist primarily of 1-lamp, 26W and 2-lamp, 42W compact fluorescent recessed can fixtures as well as 2-lamp, 54W T5HO pendant style fixtures and 1x4 foot, 2-lamp, 32W T8 recessed fluorescent linear fixtures. Office areas have 2-lamp, 2x4 foot T8 recessed troffer style fixtures with electronic ballasts and 2-lamp, 42W compact fluorescent recessed fixtures. Open office areas have a combination of 2-lamp, 54W T5HO pendant style fixtures and 2-lamp, 42W compact fluorescent recessed fixtures. Restrooms throughout have 26W compact fluorescent recessed can fixtures and 2-foot and 4-foot, single lamp T5HO fluorescent recessed wall-wash style fixtures. Cells and hallways in protected areas utilize 1x4 foot 2-lamp, 32W T8 vandal proof security fixtures. Exterior lighting consists of building mounted compact fluorescent wall pack fixtures, metal halide pole mounted fixtures, metal halide recessed can fixtures, as well as 4-foot, 2-lamp, 32W T8 surface mounted fixtures in the carport area. Lighting controls are predominantly occupancy sensors in offices and general areas are controlled by a dedicated lighting control panel.



Courthouse Interior Lighting 1



Courthouse Interior Lighting 2



Courthouse Interior Lighting 3

GRAHAM BUILDING

The Graham Building is a five story, 273,884 square foot facility that was built in the early 1990s. The building is primarily comprised of concrete block with some architectural windows. The Graham Building (GB) is configured with lower and upper roofs. Due to the architectural configuration of the building, there are two lower roofs and one continuous upper roof. The roofing membrane for all three roofs are modified bitumen and all three are in poor condition. The building is typically occupied from 8 a.m. to 5 p.m., Monday through Friday, with minor usage on weekends.

Cooling is provided by chilled water supplied by the County Jail's chilled water plant, which is located within the same complex. The building automation system is a late generation Siemens Apogee direct digital control (DDC) system. A back-up generator is onsite for emergency power.

Roofing System

The roofing systems are original to the building's construction and are in poor condition. The modified bitumen roofing membrane was observed to be bubbling and separating from the decking in several areas on the upper roof. Stormwater roof drains and the associated pitching around the drains appeared to be not functioning as designed due to the separation and bubbling issues. There were no punctures observed in the roof membrane.

The building and its roof have an orientation that is north-south, with clear access to the horizon as the sun moves across the sky, which makes it an ideal candidate for solar PV installation.

During the site walks, a re-roof project for facility was discussed and underway prior to Ameresco's project start. With the County replacing the entire upper and lower roofs with a new TPO roofing system, a PV project for this facility made long term sense.



Graham Building Exterior



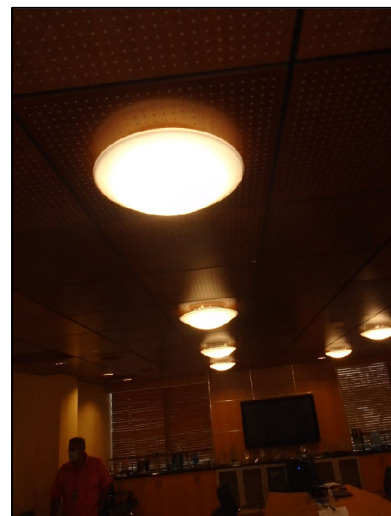
Graham Building Upper Roof 1



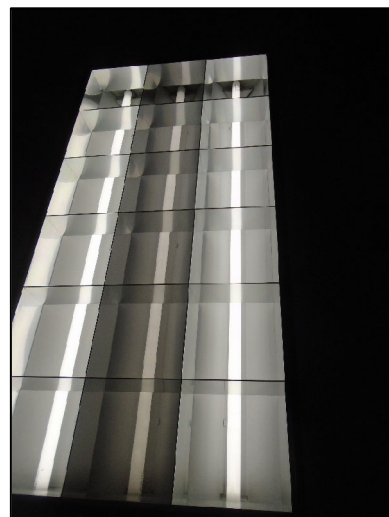
Graham Building Upper Roof 2

Lighting System

The existing lighting system throughout the Graham Building consists primarily of 3-lamp, 2x4 foot 32W T8 fluorescent fixtures and 2x2 foot, 2-lamp U-bend T8 fluorescent fixtures. Office areas and open office areas consist of 3-lamp, 2x4 foot 32W T8 fluorescent fixtures. Conference rooms have 26W compact fluorescent recessed can fixtures or 3-lamp, 2x4 foot, 32W T8 linear fluorescent fixtures. Corridors have a combination of 3-lamp, 2x4 foot 32W T8 fluorescent fixtures and 2x2 foot 2-lamp U-bend T8 fluorescent fixtures. Restrooms have a combination of 2x2 foot, 2-lamp U-bend T8 fluorescent fixtures, 2-lamp 9W compact fluorescent recessed can fixtures and 4-foot, 2-lamp 32W T8 recessed fixtures. Exterior lighting consists of 50W LED building mounted fixtures in addition to compact fluorescent recessed can fixtures, and 100W HID surface mounted fixtures. Lighting controls are predominantly limited to wall mounted toggle switches and circuit breakers.



Graham Building Lighting 1



Graham Building Lighting 2

Schedule C

Savings Guarantee

- (a) Ameresco hereby represents and warrants to Customer that the amount of the Annual Energy Cost Savings (as defined in Schedule V) shall equal or exceed the “**Guaranteed Savings**” (as specified in Table 6(a) below), over the Term (the “**Guarantee of Energy Savings**”).

Table 6(a)

Period	Guaranteed Demand Savings (kW)	Guaranteed Energy Savings (kWh)	Dollar Equivalent	Operations & Maintenance Savings
Year 1	4,272	1,673,976	\$186,967	\$13,015
Year 2	4,272	1,671,372	\$194,255	\$13,406
Year 3	4,272	1,668,781	\$201,828	\$13,808
Year 4	4,272	1,666,202	\$209,697	\$14,222
Year 5	4,272	1,663,637	\$217,874	\$14,649
Year 6	4,272	1,661,085	\$226,370	\$15,088
Year 7	4,272	1,658,545	\$235,199	\$15,541
Year 8	4,272	1,656,018	\$244,372	\$16,007
Year 9	4,272	1,653,503	\$253,905	\$16,487
Year 10	4,272	1,651,001	\$263,811	\$16,982
Year 11	4,272	1,648,512	\$274,104	\$17,491
Year 12	4,272	1,646,035	\$284,799	\$18,016
Year 13	4,272	1,643,571	\$295,914	\$18,556
Year 14	4,272	1,641,118	\$307,463	\$19,113
Year 15	4,272	1,638,678	\$319,464	\$19,686
Year 16	4,272	1,636,251	\$331,935	\$20,277
Year 17	4,272	1,633,835	\$344,894	\$20,885
Year 18	4,272	1,631,432	\$358,360	\$21,512
Year 19	4,272	1,629,040	\$372,353	\$22,157
Year 20	4,272	1,626,661	\$386,894	\$22,822

For purposes of the Guarantee of Energy Savings, the following assumptions and provisions shall apply:

- (i) Calculation of the Annual Energy Cost Savings, inclusive of energy savings and operational and maintenance cost savings, shall be performed under, and governed by, the methods, formulas, and procedures described in Schedule V.
- (ii) As it relates to the Annual Energy Cost Savings and the Guarantee of Energy Savings, the term “year” shall mean the consecutive twelve (12) month period beginning with the first day of the month following the date of the Final Delivery and Acceptance Certificate (the “**Commencement Date**”), and each similar twelve (12) month period thereafter.
- (iii) The unit prices, including the escalation thereof, to be used to calculate the Annual Energy Cost Savings for the purposes of the Guarantee of Energy Savings are described in Schedule V.

- (iv) The Guarantee of Energy Savings herein is subject to Customer performing its obligations under this Agreement. If Customer fails to perform, or fails to properly perform, its obligations under this Agreement or interferes with, or permits any person to take any action which, prevents the achievement of the Annual Energy Cost Savings under the Guarantee of Energy Savings, then Ameresco may equitably adjust the Annual Energy Cost Savings during the period wherein savings were affected to reflect the same. Ameresco's rights in this section shall not be in limitation of any other rights it possesses under this Agreement.
- (b) Ameresco will perform and submit to Customer a guarantee reconciliation ("**Guarantee Saving Reconciliation Report**") upon the later of (i) sixty (60) days after each Anniversary Date and (ii) sixty (60) days after Customer delivers to Ameresco all utility billing and other data necessary for Ameresco's completion of the Guarantee Reconciliation. The Guarantee Reconciliation will include a calculation of the cumulative Annual Energy Cost Savings achieved in relation to the cumulative Guaranteed Savings for the period being reconciled.
- (c) Ameresco hereby guarantees that if the cumulative Annual Energy Cost Savings realized by Customer as of any Anniversary Date, as detailed in the Guarantee Reconciliation, is less than the cumulative Guaranteed Savings as of such Anniversary Date, then Ameresco will pay to Customer that amount by which the cumulative Guaranteed Savings exceeds the cumulative Annual Energy Cost Savings, such payment to be made within sixty (60) days after the date of the Guarantee Reconciliation. Any such payments made by Ameresco shall be included in the cumulative Annual Energy Cost Savings total for purposes of future Guarantee Reconciliation calculations.

Schedule D

Compensation to Company and Deliverables

SECTION 1 COMPENSATION AND MONTHLY PROGRESS PAYMENTS

- (a) For each month during the construction period of the Project following County's issuance to AMERESCO of the notice to proceed, County shall make monthly progress payments to AMERESCO based upon the percentage of the Project construction and equipment procurement completed at the end of each month. AMERESCO shall be paid the same percentage of the Contract Cost as such percentage of completion. Following the end of each month, during the construction period of the Project, AMERESCO will provide to County an invoice together with a list in sufficient detail to reasonably identify construction and equipment procurement during such month. Within thirty (30) days after receipt of such invoice, following County's review and acceptance of such invoice and detail such acceptance not to be unreasonably withheld, conditioned or delayed), County shall pay or cause to be paid to AMERESCO the amount due under such invoice. Notwithstanding the foregoing, all invoices and payment shall comply with Florida Prompt Payment laws.
- (b) Within thirty (30) days following each successive twelve (12) month period beginning with the first day of the month following the date of the Final Project Acceptance, County shall pay AMERESCO the separate amounts provided for in this Schedule D, if any, as an annual fee for Operations & Maintenance and Measurement & Verification services as specified in Section 2.
- (c) To the extent available and if County and AMERESCO agree, County may purchase an extended warranty from AMERESCO on certain portions of the equipment installed under this Agreement on mutually agreeable terms and conditions.
- (d) All amounts not paid to AMERESCO on or before the due dates specified in the Contract shall accrue interest at the maximum rate permitted by law in the State of Florida for contracts of this type for the number of days following each such due date until such time as such amount due has been paid in full.

SECTION 2 CONTRACT COST AND ANNUAL SERVICES

- (a) **Contract Cost:** County shall pay to AMERESCO, an amount equal to \$3,691,428 (Three Million Six Hundred Ninety One Thousand Four Hundred Twenty Eight Dollars).
- (b) **Operations and Maintenance:** AMERESCO will perform Operations and Maintenance (O&M) ("O&M Services") identified in Schedule K upon completion of construction and every year thereafter for the twenty (20) year performance period, or at a shorter term as directed in writing by County. County may cancel the O&M services at any time upon thirty (30) days' prior written notice to AMERESCO. In the event that the County elects to discontinue O&M Services through Ameresco, the County then becomes responsible for continuing to perform or cause to perform the manufacturer's required service on the equipment. If these services are not performed, the impact of any reduction in performance of the system will constitute an adjustment in the reporting of the site production.

Year	Annual O&M Fee Schedule
1	\$5,665
2	\$5,835
3	\$6,010
4	\$6,190
5	\$6,376
6	\$6,567
7	\$6,764
8	\$6,967
9	\$7,176
10	\$7,392
11	\$7,613
12	\$7,842
13	\$8,077
14	\$8,319
15	\$8,569
16	\$8,826
17	\$9,091
18	\$9,363
19	\$9,644
20	\$9,934

- (c) **Measurement and Verification:** AMERESCO will perform Measurement and Verification (M&V) services identified in Schedule V upon completion of construction and every year thereafter for the twenty (20) year performance period, or at a shorter term as directed in writing by County. County may cancel the M&V services at any time upon thirty (30) days' prior written notice to AMERESCO. Termination of the M&V services as aforesaid will also terminate the Guarantee of Energy Savings as of the effective date of such termination of the M&V services. The cost of measurement and verification services for each year of the agreement is defined in the following table:

Year	Annual M&V Fee Schedule
1	\$11,695
2	\$12,046
3	\$12,407
4	\$12,779
5	\$13,163
6	\$13,558
7	\$13,964
8	\$14,383
9	\$14,815
10	\$15,259
11	\$15,717
12	\$16,188
13	\$16,674
14	\$17,174
15	\$17,690
16	\$18,220

17	\$18,767
18	\$19,330
19	\$19,910
20	\$20,507

(d) **Other Annual Services:** Not applicable.

(e) **Extended Warranty:** Not applicable.

Schedule F

Savings Calculation Formula

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

Cost Savings = (Baseline Costs – Post Installation Costs) ± Adjustments

The following definitions and methodologies shall apply:

A. Baseline Costs. The estimated costs of fuel, energy or water consumption or wastewater production that would have been incurred in the ECMs had not been installed or implemented. Baseline Costs shall be the product of (i) the Baseline amounts set forth in **Exhibit 3**; and detailed in **Exhibit 2 “Detailed Scopes of Work”**; 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 resulting from the installation and implementation of the ECMs. 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 **Exhibit 3** and **Schedule V**; together with the stipulated operation, maintenance and capital savings resulting from the implementation and installation of the ECMs. These stipulated operation, maintenance and capital savings have been negotiated and agreed upon by the parties and there is no need for annual verification of the stipulated savings set forth in Schedules C and V.

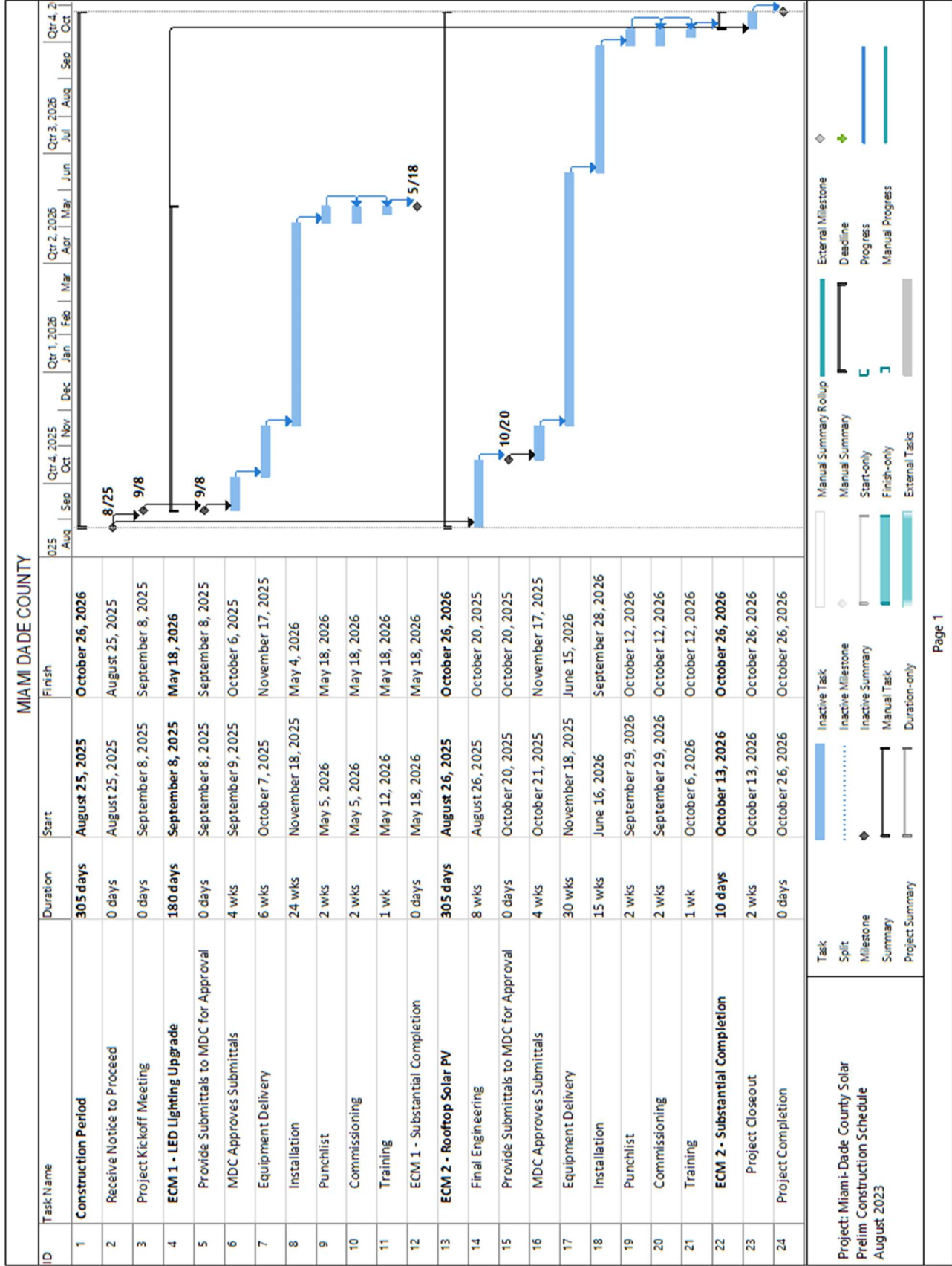
C. Utility Rates. The Utility Rates shall be the greater of (i) the base period utility unit costs set forth in Exhibit 3 and escalated at 3% per year after the year in which this Contract is entered; or (ii) the actual utility unit costs for the year in which the Cost Savings are measured. In no event shall the Utility Rate be lower than base year utility rate with appropriate escalation. Utility rates can be found in **Exhibit 3**.

D. Adjustments. § 489.145 (4)(c) Florida Statutes, requires that any Baseline adjustments must be specified in the contract. The parties agree that Baseline adjustments are authorized only to the extent authorized in this Contract, including without limitation in Section 11, and Schedules C.

Schedule G

Construction and Installation Schedule

The following schedule is based upon the Contract being signed and the financing being secured by August 25th, 2025. Should either event be delayed beyond August 25th, 2025, the dates set forth in the schedule below will be adjusted based on the effective date of the Contract and the date PIOD issues a notice to proceed in accordance with Schedule D by an amount equal to the number of days beyond _____ necessary for the Contract to be signed and/or for the financing to be secured. The schedule below illustrates the achievement of all major project milestones, tasks and associated responsibilities included in the Scope of Work. A more robust schedule will be provided after the construction kick-off meeting, and prior to beginning construction after conferring and agreeing to access requirements, equipment shutdown schedules, and working hours to limit impact to the 2 County facility operations.



Schedule H

Baseline

BASELINE Operating Parameters are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The data summarized will be used in the calculation of the Baseline Usage or Demand and for calculating adjustments to the Baseline for changes in facility operation that occur during the Guarantee Period. Ameresco and PIOD agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Baseline Period specified in this Contract.

The Baseline Period for all buildings is defined as January 2022 through December 2022. The Baseline is defined herein and elsewhere in the Contract, including without limitation in Schedules C, K, and Exhibits 3, and 4.

The parameters and/or variables used to define the Baseline and/or Baseline Usage or Demand are stipulated as described in this Contract, including without limitation in **Exhibit 3 “Baseline”** and **Exhibit 4 “Savings Calculations”** attached hereto and incorporated herein.

Schedule K

Company's Maintenance Responsibilities and Training

MAINTENANCE REQUIREMENTS PER ECM

ECM 1 – LED LIGHTING UPGRADE

For the LED Lighting Upgrade included in this project, O&M tasks are expected to be less or approximately equal to those currently performed for overall operations and maintenance. Therefore, O&M can continue to be performed as is by County staff for the lighting systems. County personnel will be expected to perform maintenance on a scheduled basis and repair/replacement of failed components in a timely manner for the LED Lighting Upgrade, all in accordance with manufacturer's standards and/or Ameresco O&M manuals for the measures installed under this Performance Contract. If unable to perform these tasks, Ameresco can provide these services for an additional fee and/or the County may outsource to a qualified service provider. Failure to carry out the required O&M during the term of the contract may require Ameresco to adjust the savings guarantee.

ECM 2 – ROOFTOP SOLAR PV

For the Rooftop Solar PV included in this project, annual preventative maintenance tasks will be covered within Ameresco's project as a service agreement. Since County personnel may not be completely well-versed in this new equipment and are not currently performing similar tasks, it is recommended that Ameresco provide the annual preventative maintenance services, as detailed in the ECM description, for the PV systems. Component failures are not considered part of typical O&M tasks and will be subjected to warranty claims or replacement costs.

Ameresco has included an annual service agreement program for preventative maintenance of the solar PV systems. The following services will be covered as part of an annual service agreement.

INVERTER AND MODULE MAINTENANCE – ONCE ANNUALLY

- Check Irradiance and Module Temperature
- Check Operating Voltage (AC and DC Voltage) and Current
- Check Inverter Status, Inspect inverter cabinet for damage and proper securement.
- Check Filters and clean as needed.
- Check inverter fans for dirt/dust build-up, clean and verify fans are operating properly.
- Measure torque of all electrical connections, re-torque as needed.
- Inspect all conduits for proper connections to supports, couplings and fittings.
- Inspect all visible wire connections to ensure all are properly secured.
- Inspect signs and labels and add or replace as needed.
- Inspect all racking and attachment systems for loose or missing parts. Repair or replace as needed.

- Visually inspect all PV Modules for physical damage and document conditions.
- Confirm no water leakage to any component parts.
- Remove and dispose of any debris covering the modules that may cause shading

EXCLUSIONS

- Anything not detailed in above scope of work is not included.
- Electrical upgrades/repairs (if needed) such as the following are not included:
 - Existing wiring
 - Existing Breakers
 - Existing Disconnects
 - Existing Fuses
- Correction of any existing code violations
- Existing infrastructure being reused is assumed to be in good working condition and any upgrades that may be required are excluded.
- Any hazardous material abatement.
- Roof replacement or repairs
- Emergency replacement of failed equipment (solar PV maintenance program)

SITE SPECIFIC PLAN TRAINING PLAN

Training and orientation on the systems installed will vary depending on the complexity of the specific equipment installed for each ECM. At a minimum each ECM O&M manual will be reviewed with the staff to review the installed measure, scope of work, effect on energy consumption, and warranty information. Additionally, a site inspection to review a typical installation will be conducted. Ameresco will be present at all training sessions to ensure training is provided as required and is thorough. A brief training report will be issued for each session that will include a sign in sheet and instructor contact information. Training is anticipated to be provided at the following levels depending on ECM complexity:

1. For systems and/or equipment that are essentially direct replacements of existing equipment, and where no additional specific skills will be required to perform operations and maintenance functions, training will be limited to a general overview of the equipment installed and a review of the O&M manuals. Training will be directed to operating personnel. Training should be provided at the completion of construction of each of the ECMs and will generally last less than a day.
2. For systems/equipment that are new to the site and require more in-depth understanding as to their function and operation, training will include classroom time that will provide an overview of the implemented technology and design intent as well as O&M review. Training will be geared towards operations staff as well as direct supervisors. Following the classroom training, a site tour will be conducted to view the installation and operation of the equipment, a “hands-on” session of training will be provided at this time. Training will be scheduled to coincide with the completion of construction and should be anticipated to last as long as a full day for each ECM.
3. For systems and/or equipment that are new to the site and more complex in nature, training will be directed to the operations staff, immediate supervisors, and site supervisors, as necessary. In general, training will consist of classroom training followed by hands-on instruction in the field. Training will be provided through a complement of Ameresco personnel, design engineers, installation contractors, and manufacturer’s representatives. Specifics on the training program, including schedule and training materials, will be further refined during the design process, but the training, in general, will consist of the following:
 - a. Explanation of the design concept
 - i. Design intent
 - ii. Energy efficiency considerations
 - b. Systems operation
 - i. Operation of individual components, instruction from authorized factory technicians, if required
 - ii. System operational procedures for all modes in manual and automatic modes
 - c. Operation of the control systems (PV)
 - i. Sequences of Operation
 - ii. Use of Graphical User Interfaces
 - iii. Alarms and problem indicators
 - iv. Diagnostics and corrective actions

- d. Service and Maintenance
 - i. Use of the O&M manuals
 - ii. Instruction and logging procedures for maintenance
 - iii. Instruction from authorized factory technicians, where applicable
 - iv. Troubleshooting and investigation of malfunctions
 - v. Recommended procedures for collecting, interpreting, and storing specific performance data

Training will be provided during construction, commissioning, and acceptance phases as dictated by the complexity of the ECM. It is also anticipated that additional training will be provided after 6 and 12 months from acceptance of the ECMs to ensure that the equipment is being operated and maintained in accordance with manufacturer’s recommendations and within contract requirements so that the potential to generate cost savings is not jeopardized. All training activities will be coordinated carefully with County facilities personnel.

TRAINING GOAL MATRIX

This is a general outline of training for each ECM. Specific times and topics will be adjusted as final equipment selections are made.

ECM	EQUIPMENT / SYSTEMS	CLASSROOM TRAINING	HANDS ON INSTRUCTION	PERSONNEL GROUPS TRAINED
ECM 1: LED Lighting Upgrade	Lighting Fixtures	4 hours to go over installed lighting technologies	Site review to identify typical locations for lighting retrofits.	Facility Engineers; Facility Technicians; O&M Personnel
ECM 2: Rooftop Solar PV	New Rooftop Solar PV systems	8 hours of training to evaluate the new PV equipment and BAS interface.	Review of the PV components and troubleshoot alarms.	Facility Engineers; Facility Technicians; O&M Personnel

Schedule L

Financing Agreement

Attach

Schedule M

Performance Bond

**GUARANTEED ENERGY, WATER, AND WASTEWATER
PERFORMANCE SAVINGS CONTRACT
PIOD CONTRACT NO. I190108
SURETY PERFORMANCE AND PAYMENT BOND**

By this Bond, We _____ as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20____, between Principal and Miami-Dade County for the Guaranteed Energy, Water, and Wastewater Performance Savings Contract, PIOD Project No. I190108 (herein after referred to as "Contract"), the terms of which Contract are incorporated by reference in its entirety into this Bond, and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ U.S. dollars (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within five (5) years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the work under the Contract;

Then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes. The Performance and Payment bond does not apply to the guaranty throughout the term of the agreement.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ____ day of _____, 20____.

ATTEST:
Contractor:

Contractor’s Full Name

Legal Name of Contractor

By: _____
President, Managing Partner or
Joint Venturer

Signature

Corporate Seal

COUNTERSIGNED BY RESIDENT FLORIDA
AGENT OF SURETY:

SURETY:

(Copy of Agent’s current Identification Card as
issued by the State of Florida Insurance
Commissioner must be attached)

By: _____
Attorney-In-Fact

Corporate Seal (Power of Attorney
must be attached)

Schedule O

Projected Cash Flow

Project Proforma

Miami Dade County Solar

Initial Project Costs:	
Implementation Costs	\$ 3,691,428
Total Ameresco Contract Amount	\$ 3,691,428
Net Project Costs	\$ 3,691,428
Construction Period Interest	\$ 94,037
Total Amount Financed	\$ 3,785,465

Financial Assumptions	
Term of Project (years)	20.0 yrs
Term of Financing (years)	20.0 yrs
Estimated Financing Rate	4.50%
Payments per Year (frequency)	1
Discount Rate	4.50%
Electricity Escalation Rate	4.00%
Natural Gas Escalation Rate	4.00%
Water and Sewer Escalation Rate	4.00%
O&M Savings Escalation rate (annual)	3.00%
M&V Cost Escalation Rate (annual)	3.00%
O&M Cost Escalation Rate (annual)	3.00%
Project Simple Payback	18.46

Year	Projected Annual Energy Cost Savings	Guaranteed Annual Energy Cost Savings	Operations & Maintenance Savings	Capital Cost Avoidance / ITC Tax Credit (\$)	Total Savings	Payments for Material / Equipment	Payments for Measurement and Verification	Payments for Operation and Maintenance	Net Annual Benefit	Cumulative Cash Flow
1	\$ 196,808	\$ 186,968	\$ 13,015	\$ -	\$ 199,983	\$ 179,985	\$ 11,605	\$ 5,665	\$ 2,638	\$ 2,638
2	\$ 204,479	\$ 194,255	\$ 13,406	\$ 548,934	\$ 756,584	\$ 736,076	\$ 12,048	\$ 5,835	\$ 2,637	\$ 5,276
3	\$ 212,451	\$ 201,828	\$ 13,808	\$ -	\$ 215,636	\$ 194,581	\$ 12,407	\$ 6,010	\$ 2,637	\$ 7,913
4	\$ 220,734	\$ 209,697	\$ 14,222	\$ -	\$ 223,919	\$ 202,312	\$ 12,779	\$ 6,180	\$ 2,637	\$ 10,550
5	\$ 229,341	\$ 217,874	\$ 14,649	\$ -	\$ 232,523	\$ 210,346	\$ 13,163	\$ 6,376	\$ 2,638	\$ 13,188
6	\$ 238,284	\$ 226,370	\$ 15,088	\$ -	\$ 241,458	\$ 218,696	\$ 13,558	\$ 6,567	\$ 2,637	\$ 15,825
7	\$ 247,577	\$ 235,198	\$ 15,541	\$ -	\$ 250,739	\$ 227,373	\$ 13,964	\$ 6,764	\$ 2,637	\$ 18,462
8	\$ 257,234	\$ 244,372	\$ 16,007	\$ -	\$ 260,379	\$ 236,391	\$ 14,383	\$ 6,967	\$ 2,637	\$ 21,099
9	\$ 267,269	\$ 253,906	\$ 16,487	\$ -	\$ 270,393	\$ 245,764	\$ 14,815	\$ 7,176	\$ 2,638	\$ 23,737
10	\$ 277,695	\$ 263,810	\$ 16,962	\$ -	\$ 280,792	\$ 255,504	\$ 15,259	\$ 7,392	\$ 2,637	\$ 26,374
11	\$ 288,530	\$ 274,104	\$ 17,491	\$ -	\$ 291,595	\$ 265,627	\$ 15,717	\$ 7,613	\$ 2,638	\$ 29,012
12	\$ 299,789	\$ 284,800	\$ 18,016	\$ -	\$ 302,816	\$ 276,148	\$ 16,168	\$ 7,842	\$ 2,638	\$ 31,650
13	\$ 311,488	\$ 295,914	\$ 18,566	\$ -	\$ 314,470	\$ 287,082	\$ 16,674	\$ 8,077	\$ 2,638	\$ 34,288
14	\$ 323,645	\$ 307,463	\$ 19,113	\$ -	\$ 326,576	\$ 298,445	\$ 17,174	\$ 8,319	\$ 2,638	\$ 36,925
15	\$ 336,278	\$ 319,464	\$ 19,686	\$ -	\$ 339,150	\$ 310,255	\$ 17,690	\$ 8,569	\$ 2,638	\$ 39,563
16	\$ 349,405	\$ 331,935	\$ 20,277	\$ -	\$ 352,212	\$ 322,528	\$ 18,220	\$ 8,826	\$ 2,638	\$ 42,200
17	\$ 363,046	\$ 344,894	\$ 20,885	\$ -	\$ 365,779	\$ 335,284	\$ 18,767	\$ 9,091	\$ 2,638	\$ 44,838
18	\$ 377,221	\$ 358,360	\$ 21,512	\$ -	\$ 379,872	\$ 348,541	\$ 19,330	\$ 9,363	\$ 2,638	\$ 47,476
19	\$ 391,951	\$ 372,353	\$ 22,157	\$ -	\$ 394,510	\$ 362,319	\$ 19,910	\$ 9,644	\$ 2,637	\$ 50,113
20	\$ 407,257	\$ 386,894	\$ 22,822	\$ -	\$ 409,716	\$ 376,638	\$ 20,507	\$ 9,934	\$ 2,637	\$ 52,750
	\$ 5,800,482	\$ 5,510,459	\$ 349,720	\$ 548,934	\$ 6,409,113	\$ 5,889,895	\$ 314,247	\$ 152,221	\$ 52,750	
Net Present Value of Annual Benefit for Project Term:									\$34,309	
Savings to Investment Ratio for Project Term:									1.01	

Notes:

- 1 This cash flow reflects an estimated tax exempt lease rate of 4.5%. The actual rate will increase or decrease based on market conditions and customer credit rating at the time of lease funding.
- 2 Energy Savings or revenues are based on current utility rate structures and usage information provided for purposes of this project.
- 3 The performance and payment bonds apply only to the installation portion of the contract and do not apply in any way to energy savings guarantees, payments or maintenance provisions, except that the performance bond shall guarantee that the installation will be free of defective materials and workmanship for a period of 12 months following completion and acceptance of the work.
- 4 The amount of the utility rebate(s) are not guaranteed. The final rebate amount will be determined by the utility company.
- 5 The amount of the ITC tax credits are not guaranteed and a best faith estimate.

Schedule P

Certificate of Acceptance of ECM

PROJECT ACCEPTANCE PROCEDURE

As portions of the Project near completion, AMERESCO will start the project close-out process. AMERESCO shall use the Scope of Work (Scope) listed in Schedule A as the basis for the close-out process and shall demonstrate to the County that each separate item of the Scope is substantially complete. The sign-off process will be by portion of the Scope, by building/site/Equipment Unit or by individual Energy Conservation Measure (ECM) as listed in Schedule A. After each portion of the Scope of Work has been demonstrated and a "Punch List" detailing minor deficiencies, if any, is generated, the County shall execute the Delivery and Acceptance Certificate to acknowledge substantial completion and AMERESCO will complete the "Punch List" within two weeks. Warranty shall start in accordance with the terms of the Contract.



DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name: Solar Energy Technology Equipment at 2 Miami-Dade County Facilities Managed by People and Internal Operations Department (PIOD)

Contract Effective Date: _____

Building/Site/Equipment Unit or individual Energy Conservation Measure (ECM): _____

To: AMERESCO, INC.

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

1. The building/site/Equipment Unit or individual Energy Conservation Measure (ECM) referenced above and also listed in Schedule A of the Contract has been demonstrated to the satisfaction of MDC/ISD as being substantially complete.
2. The Punch List (circle which applies):
 - (a) has been developed by the parties and delivered to AMERESCO and the deficiencies noted therein will be corrected within 2 weeks of the date hereon; or
 - (b) has not been developed by the parties and delivered to AMERESCO but will be developed and delivered on or before _____ after which the deficiencies noted therein will be corrected within 2 weeks of the date thereon.
3. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Contract. Consequently, you are hereby authorized to invoice for payment, as defined in Schedule D, Compensation and Deliverables.

Miami-Dade County:

By: _____

(Authorized Signature)

(Printed Name and Title)

(Date)

(Authorized Signature)

(Printed Name and Title)

(Date)



Schedule Q

Equipment and System Warranties

SECTION 1 Warranties

- (a)** Ameresco warrants that the design, engineering, and installation services it performs will be performed consistent with good engineering practices and that such work is warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of execution of a Substantial Completion Certificate by Customer for such work. Any manufacturers' warranties which exceed this one (1) year period shall be assigned to Customer to the extent allowed by the manufacturer. Except as provided above, AMERESCO MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO THE VALUE, DESIGN, AND CONDITION OR FITNESS FOR USE OR PARTICULAR PURPOSE OR MERCHANTABILITY, REGARDING THE EQUIPMENT, ECMS OR ANY SERVICES PROVIDED HEREUNDER.
- (b)** To the extent available and if Customer and Ameresco agree, Customer may purchase an extended warranty from Ameresco on certain portions of the equipment installed under this Agreement on mutually agreeable terms and conditions as set forth in Schedule D.

Schedule V

Measurement and Verification Plan to Monitor Cost Savings

SITE SPECIFIC PLAN

Ameresco will perform Measurement and Verification to verify the savings achieved as a result of this project. The methodologies specified include both instantaneous one-time measurements, as well as on-going measurements to track the performance of the installed equipment. This approach focuses on the parameters that affect the achieved energy savings and ensures continuous performance of the systems.

The commissioning of this project will utilize industry accepted standards to ensure all ECMs are completed and operating as intended to meet the design intent as well as the ability to achieve the energy saving goals. Ameresco will utilize previous project and equipment specific documents and strategies to ensure the ECMs are installed according to the project specifications, that the installing contractor has provided all the necessary deliverables noted in the specifications, the equipment performs as expected, the facility staff have been properly trained and Operations and Maintenance documents have been provided thus ensuring the project meets the energy and operational expectations of Ameresco and the Miami-Dade County.

During the annual reconciliation period, energy and operation data shall be gathered as defined in the M&V plan. From the information gathered, any identified changes shall be reported to Miami Dade County. These may include facility characteristics, building operation, maintenance, weather, energy prices, etc.

The M&V Support Services will be performed, and the Guarantee Savings Reconciliation Report will be delivered for Guarantee Years 1 through 3 of the Guarantee Period. By written notice to Ameresco provided no later than ninety (90) days after the commencement of any subsequent and consecutive Guarantee Year, Customer, in its sole discretion, may elect to continue the M&V Services. If the Customer does not elect to continue the M&V Support Services within the stated timeframe, the Guaranteed Savings will be deemed achieved for the balance of the Guarantee Period and no further M&V Support Services will be performed. The Guaranteed Savings will be deemed achieved for each year for which M&V Support Services are not required to be performed.

Upon written notice to Ameresco, given at least ninety (90) days after the commencement of Years 4 through 20 of the Guarantee Period, Ameresco will continue monitoring the performance of each ECM, consistent with the M&V Plan, and provide an annual Guarantee Savings Reconciliation Report; provided however, such notice may be given only for consecutive Guarantee Years.

The County must pay the stated M&V fee listed in Schedule D in advance of each given year for the M&V Support Services to be provided as required by the contract. Failure to pay the M&V Support Services fee when due on an annual basis will result in termination of the M&V Support Services, and the Guaranteed Savings shall be deemed achieved for each Guarantee Year for which payment was not made and for the balance of the Guarantee Period.

In the event of early termination of this Contract or of the M&V Services, unless termination is effective on the last day of the Guarantee Year then in effect, no annual Guarantee Savings Reconciliation Report will be produced for the Guarantee Year then in effect, and the Guaranteed Savings shall be deemed achieved for the Guarantee Year then in effect and for the balance of the Guarantee Period.

The annual reconciliation report will be submitted to the County one year after Closeout. Company will provide annual reconciliation report to the following County representatives:

Jason Grant, People and Internal Operations Department
Aundria Blatch, People and Internal Operations Department

PIOD will review initial and annual Measurement and Verification (M&V) reports and coordinate the collection of review comments and questions from relevant County staff. PIOD will transmit comments and feedback to the Company for resolution of any issues or questions identified, as applicable.

The M&V reports must:

- A. Define any technical terms or variables before they are first used
- B. Provide a brief, non-technical discussion/summary (2-3 paragraphs) which summarizes the performance of the project during the M&V period. In this summary, all ECMs will be identified which 1) exceeded performance and savings, 2) demonstrated performance or savings shortfall, and 3) possible reasons for excess/shortfall and any steps taken or to be taken to remedy them, if applicable.
- C. Provide a simple table which lists all sites and ECMs and provides a concise summary of 1) projected savings guarantee in dollars (\$), 2) actual measured savings in dollars (\$), 3) stipulated savings in dollars (\$), and 4) projected/actual savings of electricity in kilowatt-hours (kWh).

ECM 1: LED LIGHTING UPGRADE

Ameresco will use International Performance Measurement and Verification Protocol (IPMVP) Option A – pre/post measurement approach for the LED Lighting Upgrade measure.

ENERGY SAVINGS CALCULATION METHODOLOGY (Exhibit 5)

The energy cost savings resulting from the implementation of this measure are calculated relative to the baseline lighting energy cost. The run times for the lighting systems are based on the building hours of operation, room type, as well as input from County personnel, and have been agreed upon by all parties as the values used in the IGA calculations. Existing and proposed energy consumption are calculated by developing a spreadsheet simulation model of energy consumption of the lighting systems found throughout the facilities.

These models were used to compare the baseline energy consumptions to the post-installation energy consumptions of the lighting systems. Power draw measurements will be taken post-installation to validate the manufacturer's published wattage information utilized in the savings calculations using a sampling plan with a confidence/precision of 90/10. Any lamp and ballast combination that accounts for less than 10% of the overall baseline kW will not be measured. The energy savings for this measure are determined by comparing the baseline calculations with the proposed energy usage.

SAVINGS ALGORITHM (SPREADSHEET)

$$Savings = \sum_{Buildings} (Lighting\ kW\ Saving + Lighting\ kWh\ Savings + O\&M\ Savings + Cooling\ Demand\ Savings + Cooling\ Energy\ Savings)$$

$$Lighting\ kW\ Savings = (Base\ Lighting\ kW - Post\ Lighting\ kW) \times 12 \times \$/kW$$

$$Base\ Lighting\ kW = \sum_{Fixtures} (Base\ Fixture\ kW \times Diversity\ Factor)$$

$$Post\ Lighting\ kW = \sum_{Fixtures} (Post\ Light\ kW \times Diversity\ Factor)$$

$$Lighting\ kWh\ Savings = (Base\ Lighting\ kWh - Post\ Lighting\ kWh) \times \$/kWh$$

$$Base\ Lighting\ kWh = \sum_{Fixtures} (Base\ Light\ kW \times Base\ Hours)$$

$$Post\ Lighting\ kWh = \sum_{Fixtures} (Post\ Light\ kW \times Post\ Hours)$$

$$Cooling\ Thermal\ Savings\ [kBtu] = \frac{Lighting\ kWh\ Savings \times 3.412\ kBtu/kWh}{12\ months} \times Load\ to\ Space\ [\%] \times Cooling\ Months$$

$$Cooling\ Demand\ Savings\ [kW] = \sum_{Month} \frac{Lighting\ kW\ Savings_{Monthly\ Peak\ Temperature} \times 3.412\ kBtu/kWh}{12\ kBtu/tonhours} \times Load\ Factor \times Cooling\ Efficiency\ [kW/ton] \times \$/kW$$

Cooling Energy Savings [kWh]

$$= \text{Cooling Thermal Savings [kBtu]} \times \frac{\text{Cooling Efficiency [kW/ton]}}{12 \text{ kBtu/tonhours}} \times \$/\text{kWh}$$

Where:

\$/kW	Unit cost for electrical demand, as per Unit Prices section in Schedule V (HVAC plant rates stipulated to be equivalent to those of building served)
\$/kWh	Unit cost of electric energy, as per Unit Prices section in Schedule V (HVAC plant rates stipulated to be equivalent to those of building served)
Base Fixture kW	Baseline fixture kW, as per lighting audit calculation provided in the Lighting Audit Details in Exhibit 4
Base Hours	Baseline fixture operating hours, as per lighting audit calculation provided in the Lighting Audit Details in Exhibit 4
Base Lighting kW	Baseline lighting system monthly demand (kW)
Base Lighting kWh	Baseline Lighting system annual energy (kWh)
Cooling Efficiency	Cooling production and distribution system efficiency (stipulated at 1 kW/ton)
Cooling Energy Savings	Annual HVAC electrical energy savings (kWh)
Cooling Thermal Savings	Annual thermal energy savings (kBtu)
Diversity Factor	Factor accounting for offline fixtures at time of peak demand (stipulated at 39%)
Lighting kW Savings	Lighting system demand savings (kW)
Lighting kWh Savings	Lighting system energy savings (kWh)
Load to Space %	Thermal load entering the conditioned space (stipulated at 85%)
Post Fixture kW	Post retrofit fixture kW
Post Hours	Post retrofit fixture operating hours, as per lighting audit calculation provided in the Lighting Audit Details in Exhibit 4
Post Lighting kW	Post retrofit lighting system monthly demand (kW)
Post Lighting kWh	Post retrofit Lighting system annual energy (kWh)

METERING PLAN

One-time sample measurements of pre- and post-installation fixture input power will be taken to verify fixture power draw. The fixtures to be measured will be chosen at random and will follow a sampling plan with a confidence/precision of 90/10. Any lamp and ballast combination that account for less than 10% of the overall pre- or post-retrofit baseline kW and/or existing LED technologies not considered for replacement or retrofit will not be measured. The measured wattage data will be inserted into the original savings calculation to determine the actual savings achieved. Measurements will be taken one time after the fixtures are installed.

Fixture types or groups are defined by types of lamps or retrofit solutions (i.e. LED, fluorescent, incandescent, compact fluorescent, high pressure sodium, metal halide, etc.) and by the number of lamp and ballast combinations per fixture or lumen package.

Baseline operating hours by space type were determined by building operating hours, space type, as well as input from the County's personnel. Operating hours have been presented to and agreed upon by the County and are prescribed for the project term.

OPERATIONS AND MAINTENANCE SAVINGS

The average annual “material only” maintenance savings was calculated by subtracting the anticipated proposed material costs from the existing material costs on an annual basis. Lamp and fixture failure occurrence is estimated by dividing the manufacturer published lamp/fixture life with the operating hours. No incremental labor maintenance saving is included as it is assumed that operating conditions will remain the same and the County will continue to maintain the proposed lighting system.

ECM 2: ROOFTOP SOLAR PV

ENERGY SAVINGS CALCULATION METHODOLOGY (Exhibit 5)

Ameresco will use IPMVP Option A approach for the Solar PV. Measurements will be performed only once after construction. Since the County currently does not have any solar PV installation, a pre-construction measurement will not be performed; the baseline measurement for the system production will be considered 0 kWh. Post-construction measurements of actual production and actual solar insolation will be performed after construction is complete on the installed arrays over a 3 week period of time to verify the system is producing electricity consistent with the final modeled production using the methodology outlined in the ASTM E2848 process. Ameresco will complete the final system design and submit the final solar production model to the County showing the final expected production values that are equal or greater to the amount included in the savings guarantee within this Contract. Inverter integration to the building automation systems for each facility to measure electricity production will be performed to allow the County to track the solar PV production. Ameresco will not complete ongoing measurements for the purposes of the savings guarantee, but will report the annual production of the system in the annual reconciliation report for informational purposes only. Adjustments will be made, as necessary, for any deviations in performance due to causes outside of Ameresco’s control.

SAVINGS ALGORITHM (Modeling Software)

$Savings = ProductionSavings + DemandSavings$

$DemandSavings = 0$

$ProductionSavings = BaseEnergy - PostEnergy = PostProduction_{Year}$

$BaseEnergy = SiteEnergy - BaseProduction = SiteEnergy - 0 = SiteEnergy$

$PostEnergy = SiteEnergy - PostProduction_{Year}$

$PostProduction_{Year} = \sum_{Hour}^{8760} PV_{Output} \times (1 + Solar_{Esc})^{(Year-1)} \times \$/kWh$

Where:

PVOutput	Electrical energy output of the PV array as modeled
SolarEsc	Solar degradation rate, as per Unit Prices section in Schedule V
Year	Applicable savings year
\$/kWh	Unit cost of electric energy, as per Unit Prices section in Schedule V

MEASUREMENT AND VERIFICATION REPORT SERVICES

ECM 1: LED LIGHTING UPGRADE

Ameresco will perform an annual conditions assessment of the installed equipment to verify that it is being operated and maintained properly and that the equipment is in good working order. The observations and measurements will be made part of the Annual Reconciliation Report.

ECM 2: ROOFTOP SOLAR PV

Ameresco will perform an annual conditions assessment of the installed equipment to verify that it is being operated and maintained properly and that the equipment is in good working order. The observations and measurements will be made part of the Annual Reconciliation Report. Ameresco will also include a summary of annual production of the array from BAS data, with a comparison of actual annual output versus expected annual output.

OPERATIONS AND MAINTENANCE SAVINGS

$$AnnualO\&MSavings_{Year} = \$MAINT / year \times (1 + ESC)^{(CurrentYear - 2024)}$$

The maintenance savings breakdown per measure is as follows:

ECM	\$MAINT/year
ECM 1: LED Lighting Upgrade	\$12,636
ECM 2: Rooftop Solar PV	-
Totals	\$12,636

ECM 1 O&M savings are based on subtracting the anticipated proposed material costs from the existing material costs on an annual basis. Lamp/fixture failure occurrence is estimated by dividing the manufacturer published lamp/fixture life by the agreed upon operating hours. No incremental labor maintenance savings is included as it is assumed the current maintenance practices will remain the same and the County will continue to maintain the proposed lighting system. The material only maintenance savings have been reviewed by the County and agreed upon, and therefore will be prescribed for the term.

There are no O&M savings for ECM 2: Rooftop Solar PV.

O&M Savings Escalation

For the purposes of the calculations set forth in this verification plan, the Parties stipulate that avoided maintenance cost savings shall be cumulatively escalated at three percent (3.0%) for each successive twelve (12) month period commencing with the first twelve (12) month period following the date defined in the formula above. This escalation rate will be fixed for the full term of the project and applied annually to all O&M unit prices.

ENERGY COST ESCALATION

ELECTRICITY COSTS

$$\$/kW_{Year} = Base_ \$/kW \times (1 + EnergyEsc)^{(CurrentYear-2024)}$$
$$\$/kWh_{Year} = Base_ \$/kWh \times (1 + EnergyEsc)^{(CurrentYear-2024)}$$

For the purposes of the calculations set forth in this verification plan, the Parties stipulate that all Base Year utility rates shall be cumulatively escalated at four percent (4.0%) for each successive twelve (12) month period commencing with the first twelve (12) month period following the date defined in the formula above will be applied to the rates provided in Exhibit 3. This escalation rate will be fixed for the full term of the project and applied annually to all energy unit prices.

Exhibit 1

Schedule of Values

CONTINUATION SHEET SCHEDULE OF VALUES					APPLICATION NO : <u>1</u> APPLICATION DATE : _____ PERIOD TO : _____ PURCHASE ORDER NO : <u>N/A</u>				
Miami Dade County - EPC 589700									
A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIAL STORED (NOT IN D or E)	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH (C - G)	RETAINAGE (IF APPLICABLE)
			FROM PREVIOUS APPLICATIONS	THIS PERIOD		(D + E + F)	(%)		
1	IGA (Lighting)	\$ 58,358.00	\$ -	\$ -		\$ -		\$ 58,358.00	\$ -
2	IGA (Solar)	\$ 81,642.00	\$ -	\$ -		\$ -		\$ 81,642.00	\$ -
3	Mobilization (Lighting)	\$ 76,937.00	\$ -	\$ -		\$ -		\$ 76,937.00	\$ -
4	Mobilization (Solar)	\$ 107,634.00	\$ -	\$ -		\$ -		\$ 107,634.00	\$ -
5	Bond (Lighting)	\$ 14,827.00	\$ -	\$ -		\$ -		\$ 14,827.00	\$ -
6	Bond (Solar)	\$ 20,743.00	\$ -	\$ -		\$ -		\$ 20,743.00	\$ -
7	Solar Design (CCH)	\$ 79,600.00	\$ -	\$ -		\$ -		\$ 79,600.00	\$ -
8	Solar Design (Graham)	\$ 84,240.00	\$ -	\$ -		\$ -		\$ 84,240.00	\$ -
9	Lighting Installation (CCH)	\$ 989,651.00	\$ -	\$ -		\$ -		\$ 989,651.00	\$ -
10	Lighting Installation (Graham)	\$ 398,973.00	\$ -	\$ -		\$ -		\$ 398,973.00	\$ -
11	Solar Installation (CCH)	\$ 864,227.00	\$ -	\$ -		\$ -		\$ 864,227.00	\$ -
12	Solar Installation (Graham)	\$ 914,596.00	\$ -	\$ -		\$ -		\$ 914,596.00	\$ -
ORIGINAL CONTRACT TOTAL:		\$ 3,691,428	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 3,691,428	\$ -

Exhibit 2

Detailed Scopes of Work

LED LIGHTING UPGRADE – GRAHAM AND CHILDREN'S COURTHOUSE BUILDINGS

Ameresco will retrofit fluorescent style fixtures that are in good condition and that contain non-dimming linear fluorescent lamps with energy efficient UL Type B tLED linear lamps. Where lighting systems have dimming capabilities, UL Type A lamps and new dimmable electronic ballasts.

In the Graham Building, the 2-lamp, 2x2 foot fluorescent fixtures that currently have U-bend fluorescent lamps will be retrofitted to accommodate 2' UL Type B tLED lamps.

The high intensity discharge (HID) fixtures in the first floor lobby of the Children's Courthouse will be retrofitted with screw-in LED lamps.

Ameresco will retrofit the existing recessed can fixtures currently containing compact fluorescent pin-based lamps with UL Type B pin-based LED lamps in non-dimming fixtures and UL Type A pin-based LED lamps in dimming fixtures.

Ameresco will also replace or retrofit the exterior HID and compact fluorescent fixtures at the Children's Courthouse and Graham Building that are owned and maintained by Miami Dade County with lower wattage LED fixtures and lamps.

The detailed room-by-room scope of work is defined in the Lighting Location Guide included in [Appendix 1: Savings Calculations](#) in the Investment Grade Audit dated June 10, 2021.

Ameresco shall repair any damages caused by the installation of ECMs. Ameresco is not responsible for repairs or damaged preexisting conditions unrelated to the installation of Ameresco ECMs. The scope of work being installed will not create any issues regarding drywall or patch and paint. In the instances where associated damages occur, due to installation by Ameresco, those damages shall be repaired at Ameresco's own expense.

EXCLUSIONS

The room by room lighting audit (Exhibit 4) will serve as the scope of work to be included in this Contract. Work that will not be included in this Contract includes, but is not limited to the following items, should they not be related to work in conjunction with or performed by Ameresco:

- Any cutting, patching, or painting of any wall and/or ceiling material.
- Painting surface mounted raceways
- Ameresco will work with the County to coordinate installation schedules. Construction will develop a detailed schedule with the County and building users. Any work that needs to be performed during nights or weekend will be done at those times.
- Electrical upgrades/repairs (if needed) such as:
 - Existing wiring
 - Breakers
 - Disconnects
 - Switches

- Occupancy sensors
 - Fuses
 - Correction of any existing code violations
- Existing infrastructure being reused is assumed to be in good working condition and any upgrades that may be required are excluded
- Any hazardous material abatement other than disposal of lamps and ballasts (as required) included in the scope of work.
- Dual-switching in areas where dual-switching does not currently exist
- Any other work, not specifically included in the room by room guide. Refer to the room by room retrofit plan provided in Exhibit 4.

ROOFTOP SOLAR PV – CHILDREN’S COURTHOUSE AND GRAHAM BUILDINGS

PROPOSED SYSTEM

Ameresco will provide the turn-key installation of new rooftop mounted solar photovoltaic systems at the Children’s Courthouse and the Graham Building.

The layouts shown below is the preliminary design of the solar PV system proposed by Ameresco for installation at the Children’s Courthouse. The system has a direct current (DC) rating of 183.8 kW. The current basis of design uses Axitech AXI 330W modules, Tigo TS4-A-O optimizers, and CPS SCA36 string inverters.

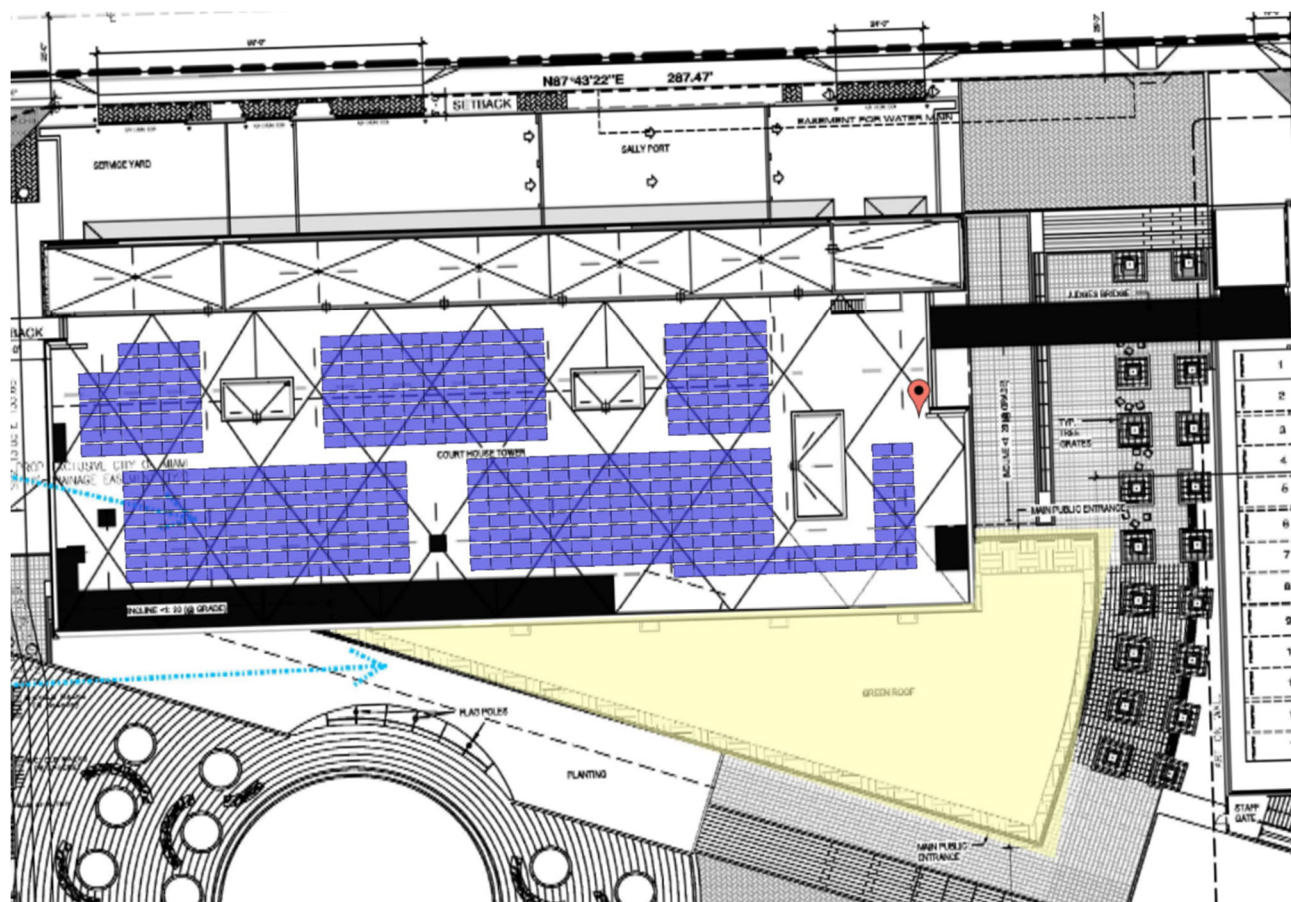


Figure 1. Childrens Courthouse Upper Roof Layout

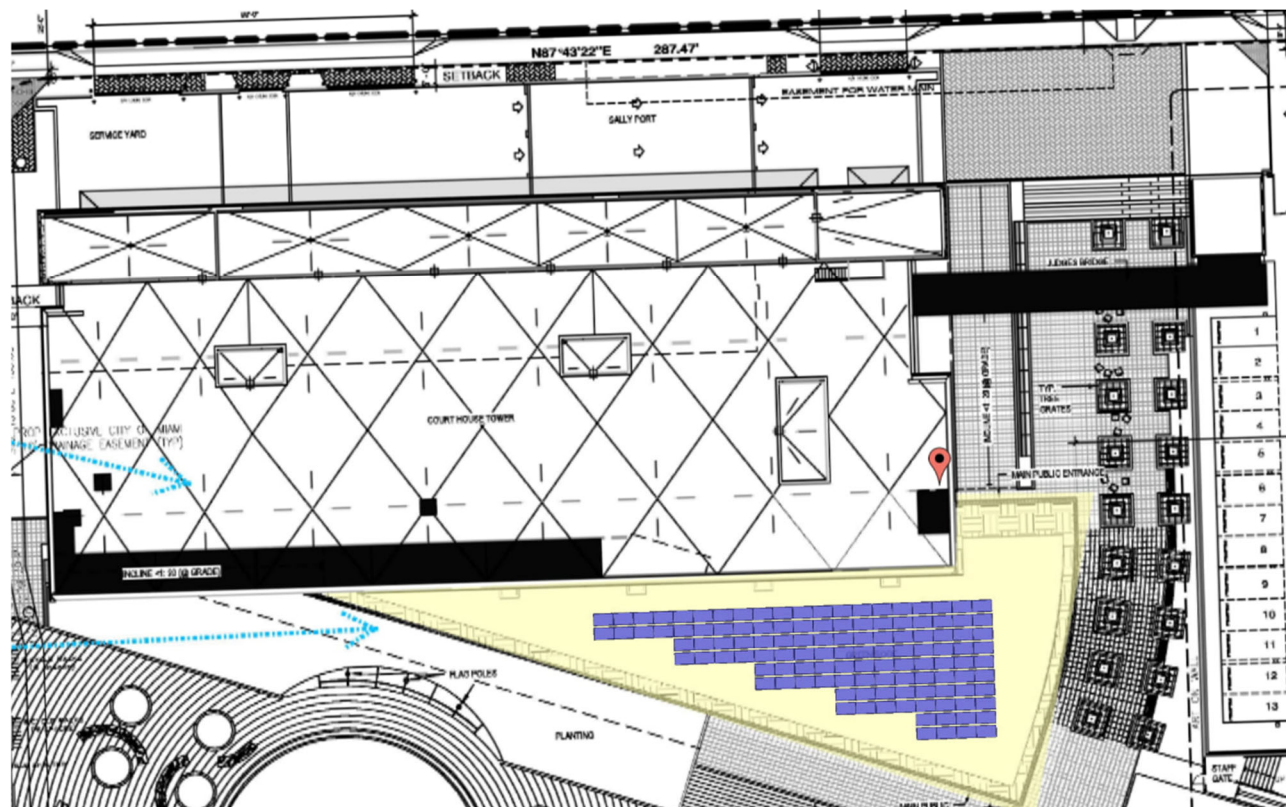


Figure 2. Childrens Courthouse Lower Roof Layout

The layout below is the preliminary design of the solar PV system proposed by Ameresco for installation at the Graham Building. The system has a direct current (DC) rating of 201 kW. The current basis of design uses Axitech AXI 330W modules, Tigo TS4-A-O optimizers, CPS SCA50 string inverters, and an independent electrical submeter (Siemens 9810 or equivalent) for the entire solar array. Coordinating with Miami-Dade ITD and abiding by County communications and digital data protocols, the submeter shall be connected to the County's EnergyCAP system via ethernet with automatic data transfers for electrical energy production: monthly, 15-min data intervals, and real-time monitoring.



Figure 3. Graham Building Layout

Final engineering will begin immediately after the notice to proceed is issued for the project. Final layouts and system performance characteristics are dependent on final engineering.

Ameresco will submit the interconnection application with the utility and pay the associated application fee necessary for the installation of the photovoltaic array. The County will assist Ameresco in a timely fashion when required, for this and other paperwork as may be required, for interconnection and permitting.

The scope of work is included below:

- Furnish and install Rooftop Solar PV system at CCH, per final designs
 - DC rating of 183.8 kW
 - Module: Axitech AXI Premium X HC 330W (or approved other)
 - Quantity: 557
 - Optimizer: Tigo TS4-A-O (or approved other)
 - Quantity: 557

- Inverter: CPS SCA36KTL-DO/US-480 (or approved other)
 - Quantity: 4
 - Independent Electrical Submeter for Solar Array (Siemens 9801 or equivalent)
 - Quantity: 1
- All associated wiring needed for installation. Exposed wires will be housed in wire management system and outdoor UV rated
- All DC/AC disconnects as required per wiring schematic after final engineering
- All required switchgear and boards as required with power distribution system
- Integration of inverters to JCI Metasys BAS
- Electrical interconnection of the solar PV system will occur in the Main Electrical Room located on the Ground Floor.
- All associated mounting hardware will be in conformance to all applicable codes within Miami-Dade County
- All labor costs factor in for 2024 Miami-Dade Responsible Wages & Benefits Schedule
- Provide and Install Roofing Manufacturers flashing system at all required penetrations to ensure warranty continuation.
- Connecting independent electrical submeter via ethernet to County EnergyCAP system.
- Furnish and install Rooftop Solar PV system at Graham Building, per final designs
 - DC rating of 201 kW
 - Module: Axitech AXI Premium X HC 330W (or approved other)
 - Quantity: 609
 - Optimizer: Tigo TS4-A-O (or approved other)
 - Quantity: 609
 - Inverter: CPS SCA50KTL-DO/US-480 (or approved other)
 - Quantity: 3
 - Independent Electrical Submeter for Solar Array (Siemens 9810 or equivalent)
 - Quantity: 1
 - All associated wiring needed for installation. Exposed wires will be housed in wire management system and outdoor UV rated
 - All DC/AC disconnects as required per wiring schematic after final engineering
 - All required switchgear and boards as required with power distribution system
 - Integration of inverters to Siemens Apogee BAS
 - Electrical interconnection of the solar PV system will occur in the Main Electrical Room located on the Ground Floor.
 - All associated mounting hardware will be in conformance to all applicable codes within Miami-Dade County
 - All labor costs factor in for 2023 Miami-Dade Responsible Wages & Benefits Schedule

- Provide and Install Roofing Manufacturers flashing system at all required penetrations to ensure warranty continuation.
- Connecting independent electrical submeter via ethernet to County EnergyCAP system

EXCLUSIONS

- Anything not detailed in above scope of work is not included.
- Electrical upgrades/repairs (if needed) such as the following are not included:
 - Existing wiring
 - Existing Breakers
 - Existing Disconnects
 - Existing Fuses
- Correction of any existing code violations
- Existing infrastructure being reused is assumed to be in good working condition and any upgrades that may be required are excluded.
- Any hazardous material abatement.
- Roof replacement or repairs – Being completed by others
- Emergency replacement of failed equipment (solar PV maintenance program)

Exhibit 3

Baseline

BASELINE UTILITIES

The utility utilized at the two facilities for the recommended ECMs is electricity from Florida Power & Light. County staff provided Ameresco bills for electricity from January 2022 through December 2022. The table below shows the baseline electric utility data for each of the facilities and summarizes the baseline energy consumption and costs utilized as part savings calculations.

FACILITY NAME	BUILDING AREA (SF)	DEMAND (KW)	ENERGY CONSUMPTION (KWH)	TOTAL ELECTRIC (\$)
Children's Courthouse	371,470	9,026	4,127,204	406,593
Graham Building	273,884	3,092	1,598,939	152,267
Totals	645,354	12,118	5,726,143	558,860

The Children's Courthouse falls under FPL's GSLD-1 tariff, which is a general service large demand tariff structure while the Graham Building falls under FPL's GSD-1 tariff, which is a general service demand tariff. The rates are based on the published rates effective February 2024. The franchise fee, gross receipts tax, and regulatory fee (state tax) effects are based on the 2023 effective rates.

Electric Rates Used for Savings Calculations

SERVICE SCHEDULES		
Tariff	Tariff Code	Tariff Description
GSD-1	72	FPL - Commercial Service Demand
GSLD-1	62	FPL - Large Commercial Service Demand

ELECTRICAL RATES FOR SAVINGS CALCULATIONS	
Children's Courthouse: GSLD-1	
kW	\$ 16.63
kWh	\$ 0.065
Graham Building: GSD-1	
kW	\$ 14.17
kWh	\$ 0.071

Exhibit 4

Savings Calculations

LIGHTING RETROFIT SAVINGS CALCULATION METHODOLOGY

The energy cost savings resulting from the implementation of this measure are calculated relative to the baseline lighting energy cost. The run times for the lighting systems are based on the building hours of operation, room type, as well as input from County personnel, and have been agreed upon by all parties as the values used in the IGA calculations. Existing and proposed energy consumption are calculated by developing a spreadsheet simulation model of energy consumption of the lighting systems found throughout the facilities included in this IGA. These models were used to compare the baseline energy consumptions to the post-installation energy consumptions of the lighting systems. The energy savings for this measure are determined by comparing the baseline calculations with the proposed energy usage.

SAVINGS ALGORITHM (SPREADSHEET)

$$Savings = \sum_{Buildings} (Lighting\ kW\ Saving + Lighting\ kWh\ Savings + O\&M\ Savings + Cooling\ Demand\ Savings + Cooling\ Energy\ Savings)$$

$$Lighting\ kW\ Savings = (Base\ Lighting\ kW - Post\ Lighting\ kW) \times 12 \times \$/kW$$

$$Base\ Lighting\ kW = \sum_{Fixtures} (Base\ Fixture\ kW \times Diversity\ Factor)$$

$$Post\ Lighting\ kW = \sum_{Fixtures} (Post\ Light\ kW \times Diversity\ Factor)$$

$$Lighting\ kWh\ Savings = (Base\ Lighting\ kWh - Post\ Lighting\ kWh) \times \$/kWh$$

$$Base\ Lighting\ kWh = \sum_{Fixtures} (Base\ Light\ kW \times Base\ Hours)$$

$$Post\ Lighting\ kWh = \sum_{Fixtures} (Post\ Light\ kW \times Post\ Hours)$$

$$Cooling\ Thermal\ Savings\ [kBtu] = \frac{Lighting\ kWh\ Savings \times 3.412\ kBtu/kWh}{12\ months} \times Load\ to\ Space\ [\%] \times Cooling\ Months$$

$$Cooling\ Demand\ Savings\ [kW] = \sum_{Month} \frac{Lighting\ kW\ Savings_{Monthly\ Peak\ Temperature} \times 3.412\ kBtu/kWh}{12\ kBtu/tonhours} \times Load\ Factor \times Cooling\ Efficiency\ [kW/ton] \times \$/kW$$

\$/kW	Unit cost for electrical demand, as per Unit Prices section in Schedule V (HVAC plant rates stipulated to be equivalent to those of building served)
\$/kWh	Unit cost of electric energy, as per Unit Prices section in Schedule V (HVAC plant rates stipulated to be equivalent to those of building served)
Base Fixture kW	Baseline fixture kW, as per lighting audit calculation provided in the Lighting Audit Details in Exhibit 4
Base Hours	Baseline fixture operating hours, as per lighting audit calculation provided in the Lighting Audit Details in Exhibit 4
Base Lighting kW	Baseline lighting system monthly demand (kW)
Base Lighting kWh	Baseline Lighting system annual energy (kWh)
Cooling Efficiency	Cooling production and distribution system efficiency (stipulated at 1 kW/ton)
Cooling Energy Savings	Annual HVAC electrical energy savings (kWh)
Cooling Thermal Savings	Annual thermal energy savings (kBtu)
Diversity Factor	Factor accounting for offline fixtures at time of peak demand (stipulated at 39%)
Lighting kW Savings	Lighting system demand savings (kW)
Lighting kWh Savings	Lighting system energy savings (kWh)
Load to Space %	Thermal load entering the conditioned space (stipulated at 85%)
Post Fixture kW	Post retrofit fixture kW
Post Hours	Post retrofit fixture operating hours, as per lighting audit calculation provided in the Lighting Audit Details in Exhibit 4
Post Lighting kW	Post retrofit lighting system monthly demand (kW)
Post Lighting kWh	Post retrofit Lighting system annual energy (kWh)

The solar production was modeled based on the proposed design using Helioscope software. The base year energy production has been adjusted each year to account for the expected degradation of the solar system to determine the savings expected in each year of the project. The model assumed the following conditions:

- TMY-3 weather data for Miami International Airport (Class 1 Site).
 - Annual Global Horizontal Irradiance 1,753.1.
 - Operating hours 4,630.
- Soling losses of 3%.
- Solar shading/obstructions based on the site-specific building geometry.

SAVINGS ALGORITHM (MODELING SOFTWARE)

$$Savings = ProductionSavings + DemandSavings$$
$$DemandSavings = 0$$
$$ProductionSavings = BaseEnergy - PostEnergy = PostProduction_{Year}$$
$$BaseEnergy = SiteEnergy - BaseProduction = SiteEnergy - 0 = SiteEnergy$$
$$PostEnergy = SiteEnergy - PostProduction_{Year}$$
$$PostProduction_{Year} = \sum_{Hour}^{8760} PV_{Output} \times (1 + Solar_{Esc})^{(Year-1)} \times \$/kWh$$

Where:

PVOutput	Electrical energy output of the PV array as modeled
SolarEsc	Solar degradation rate, as per Unit Prices section in Schedule V
Year	Applicable savings year
\$/kWh	Unit cost of electric energy, as per Unit Prices section in Schedule V

LIGHTING RETROFIT DETAILS

A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R		S		T		U		V		W		X		Y		Z		AA		AB		AC		AD		AE		AF		AG		AH		AI		AJ		AK		AL		AM		AN		AO		AP		AQ		AR		AS		AT		AU		AV		AW		AX		AY		AZ		BA		BB		BC		BD		BE		BF		BG		BH		BI		BJ		BK		BL		BM		BN		BO		BP		BQ		BR		BS		BT		BU		BV		BW		BX		BY		BZ		CA		CB		CC		CD		CE		CF		CG		CH		CI		CJ		CK		CL		CM		CN		CO		CP		CQ		CR		CS		CT		CU		CV		CW		CX		CY		CZ		DA		DB		DC		DD		DE		DF		DG		DH		DI		DJ		DK		DL		DM		DN		DO		DP		DQ		DR		DS		DT		DU		DV		DW		DX		DY		DZ		EA		EB		EC		ED		EE		EF		EG		EH		EI		EJ		EK		EL		EM		EN		EO		EP		EQ		ER		ES		ET		EU		EV		EW		EX		EY		EZ		FA		FB		FC		FD		FE		FF		FG		FH		FI		FJ		FK		FL		FM		FN		FO		FP		FQ		FR		FS		FT		FU		FV		FW		FX		FY		FZ		GA		GB		GC		GD		GE		GF		GG		GH		GI		GJ		GK		GL		GM		GN		GO		GP		GQ		GR		GS		GT		GU		GV		GW		GX		GY		GZ		HA		HB		HC		HD		HE		HF		HG		HH		HI		HJ		HK		HL		HM		HN		HO		HP		HQ		HR		HS		HT		HU		HV		HW		HX		HY		HZ		IA		IB		IC		ID		IE		IF		IG		IH		II		IJ		IK		IL		IM		IN		IO		IP		IQ		IR		IS		IT		IU		IV		IW		IX		IY		IZ		JA		JB		JC		JD		JE		JF		JG		JH		JI		JJ		JK		JL		JM		JN		JO		JP		JQ		JR		JS		JT		JU		JV		JW		JX		JY		JZ		KA		KB		KC		KD		KE		KF		KG		KH		KI		KJ		KK		KL		KM		KN		KO		KP		KQ		KR		KS		KT		KU		KV		KW		KX		KY		KZ		LA		LB		LC		LD		LE		LF		LG		LH		LI		LJ		LK		LM		LN		LO		LP		LQ		LR		LS		LT		LU		LV		LW		LX		LY		LZ		MA		MB		MC		MD		ME		MF		MG		MH		MI		MJ		MK		ML		MN		MO		MP		MQ		MR		MS		MT		MU		MV		MW		MX		MY		MZ		NA		NB		NC		ND		NE		NF		NG		NH		NI		NJ		NK		NL		NM		NO		NP		NQ		NR		NS		NT		NU		NV		NW		NX		NY		NZ		OA		OB		OC		OD		OE		OF		OG		OH		OI		OJ		OK		OL		OM		ON		OO		OP		OQ		OR		OS		OT		OU		OV		OW		OX		OY		OZ		PA		PB		PC		PD		PE		PF		PG		PH		PI		PJ		PK		PL		PM		PN		PO		PP		PQ		PR		PS		PT		PU		PV		PW		PX		PY		PZ		QA		QB		QC		QD		QE		QF		QG		QH		QI		QJ		QK		QL		QM		QN		QO		QP		QQ		QR		QS		QT		QU		QV		QW		QX		QY		QZ		RA		RB		RC		RD		RE		RF		RG		RH		RI		RJ		RK		RL		RM		RN		RO		RP		RQ		RR		RS		RT		RU		RV		RW		RX		RY		RZ		SA		SB		SC		SD		SE		SF		SG		SH		SI		SJ		SK		SL		SM		SN		SO		SP		SQ		SR		SS		ST		SU		SV		SW		SX		SY		SZ		TA		TB		TC		TD		TE		TF		TG		TH		TI		TJ		TK		TL		TM		TN		TO		TP		TQ		TR		TS		TU		TV		TW		TX		TY		TZ		UA		UB		UC		UD		UE		UF		UG		UH		UI		UJ		UK		UL		UM		UN		UO		UP		UQ		UR		US		UT		UU		UV		UW		UX		UY		UZ		VA		VB		VC		VD		VE		VF		VG		VH		VI		VJ		VK		VL		VM		VN		VO		VP		VQ		VR		VS		VT		VU		VV		VW		VX		VY		VZ		WA		WB		WC		WD		WE		WF		WG		WH		WI		WJ		WK		WL		WM		WN		WO		WP		WQ		WR		WS		WT		WU		WV		WW		WX		WY		WZ		XA		XB		XC		XD		XE		XF		XG		XH		XI		XJ		XK		XL		XM		XN		XO		XP		XQ		XR		XS		XT		XU		XV		XW		XX		XY		XZ		YA		YB		YC		YD		YE		YF		YG		YH		YI		YJ		YK		YL		YM		YN		YO		YP		YQ		YR		YS		YT		YU		YV		YW		YX		YY		YZ		ZA		ZB		ZC		ZD		ZE		ZF		ZG		ZH		ZI		ZJ		ZK		ZL		ZM		ZN		ZO		ZP		ZQ		ZR		ZS		ZT		ZU		ZV		ZW		ZX		ZY		ZZ	
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1	1A	1B	1C	1D	1E	1F	1G	1H	1I	1J	1K	1L	1M	1N	1O	1P	1Q	1R	1S	1T	1U	1V	1W	1X	1Y	1Z	1AA	1AB	1AC	1AD	1AE	1AF	1AG
2	2A	2B	2C	2D	2E	2F	2G	2H	2I	2J	2K	2L	2M	2N	2O	2P	2Q	2R	2S	2T	2U	2V	2W	2X	2Y	2Z	2AA	2AB	2AC	2AD	2AE	2AF	2AG
3	3A	3B	3C	3D	3E	3F	3G	3H	3I	3J	3K	3L	3M	3N	3O	3P	3Q	3R	3S	3T	3U	3V	3W	3X	3Y	3Z	3AA	3AB	3AC	3AD	3AE	3AF	3AG
4	4A	4B	4C	4D	4E	4F	4G	4H	4I	4J	4K	4L	4M	4N	4O	4P	4Q	4R	4S	4T	4U	4V	4W	4X	4Y	4Z	4AA	4AB	4AC	4AD	4AE	4AF	4AG
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46	46A	46B	46C																														

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	
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35	35A	35B	35C	35D	35E	35F	35G	35H	35I	35J	35K	35L	35M	35N	35O	35P	35Q	35R	35S	35T	35U	35V	35W	35X	35Y	35Z	35AA	35AB	35AC	35AD	35AE	35AF	35AG
36	36A	36B	36C	36D	36E	36F	36G	36H	36I	36J	36K	36L	36M	36N	36O	36P	36Q	36R	36S	36T	36U	36V	36W	36X	36Y	36Z	36AA	36AB	36AC	36AD	36AE	36AF	36AG
37	37A	37B	37C	37D	37E	37F	37G	37H	37I	37J	37K	37L	37M	37N	37O	37P	37Q	37R	37S	37T	37U	37V	37W	37X	37Y	37Z	37AA	37AB	37AC	37AD	37AE	37AF	37AG
38	38A	38B	38C	38D	38E	38F	38G	38H	38I	38J	38K	38L	38M	38N	38O	38P	38Q	38R	38S	38T	38U	38V	38W	38X	38Y	38Z	38AA	38AB	38AC	38AD	38AE	38AF	38AG
39	39A	39B	39C	39D	39E	39F	39G	39H	39I	39J	39K	39L	39M	39N	39O	39P	39Q	39R	39S	39T	39U	39V	39W	39X	39Y	39Z	39AA	39AB	39AC	39AD	39AE	39AF	39AG
40	40A	40B	40C	40D	40E	40F	40G	40H	40I	40J	40K	40L	40M	40N	40O	40P	40Q	40R	40S	40T	40U	40V	40W	40X	40Y	40Z	40AA	40AB	40AC	40AD	40AE	40AF	40AG
41	41A	41B	41C	41D	41E	41F	41G	41H	41I	41J	41K	41L	41M	41N	41O	41P	41Q	41R	41S	41T	41U	41V	41W	41X	41Y	41Z	41AA	41AB	41AC	41AD	41AE	41AF	41AG
42	42A	42B	42C	42D	42E	42F	42G	42H	42I	42J	42K	42L	42M	42N	42O	42P	42Q	42R	42S	42T	42U	42V	42W	42X	42Y	42Z	42AA	42AB	42AC	42AD	42AE	42AF	42AG
43	43A	43B	43C	43D	43E	43F	43G	43H	43I	43J	43K	43L	43M	43N	43O	43P	43Q	43R	43S	43T	43U	43V	43W	43X	43Y	43Z	43AA	43AB	43AC	43AD	43AE	43AF	43AG
44	44A	44B	44C	44D	44E	44F	44G	44H	44I	44J	44K	44L	44M	44N	44O	44P	44Q	44R	44S	44T	44U	44V	44W	44X	44Y	44Z	44AA	44AB	44AC	44AD	44AE	44AF	44AG
45	45A	45B	45C	45D	45E	45F	45G	45H	45I	45J	45K	45L	45M	45N	45O	45P	45Q	45R	45S	45T	45U	45V	45W	45X	45Y	45Z	45AA	45AB	45AC	45AD	45AE	45AF	45AG
46	46A	46B	46C																														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
1	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ
2	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ
3	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ
4	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ
5	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ
6	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ
7	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ
8	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ
9	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ
10	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ
11	KA	KB	KC	KD	KE	KF	KG	KH	KI	KJ	KK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ
12	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ
13	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ
14	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ
15	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ
16	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ
17	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ
18	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ
19	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ
20	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ
21	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ
22	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ
23	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ
24	XA	XB	XC	XD	XE	XF	XG	XH	XI	XJ	XK	XL	XM	XN	XO	XP										

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MDC109

Building #	Building Name	(E) Lighting Demand (kW)	(E) Lighting Energy (kWh)	(N) Lighting Demand (kW)	(N) Lighting Energy (kWh)	Lighting Demand Savings (kW)	Lighting Energy Savings (kWh)	Lighting Load to Space (%)	Thermal Load Reduction (kBtu/hr)	Thermal Energy Reduction (kBtu)	Cooling System Efficiency (kW/ton)	Peak HVAC Demand Savings (kW)	Annual Demand Factor	Cooling Season Energy Savings (kWh)	Heating Energy Savings (kWh)	Gas Heating Ratio (%)	Heating Months	Heating Savings (MCF)	Total HVAC kWh Savings	Annual Demand Savings (kW)	Annual Electricity Savings (kWh)	Annual Natural Gas Savings (MCF)
1	Children's	393.3	1,249,095	151.6	481,556	241.7	767,539	85%	701	2,226,017	12	1.00	58.4	9.0	185,501	0	100%	0	185,501	3,426.0	953,040	0
2	Graham Bt	122.9	343,373	47.3	133,351	75.5	210,022	85%	219	609,107	12	1.00	18.3	9.0	50,759	0	100%	0	50,759	1,070.5	260,781	0
		516.2	1,592,468	199.0	614,907	317.2	977,561		920	2,835,124			76.7		236,260			0	236,260	4,496.5	1,213,822	0
1	101-102, 103-104, 105-106, 107-108, 109-110, 111-112, 113-114, 115-116, 117-118, 119-120, 121-122, 123-124, 125-126, 127-128, 129-130, 131-132, 133-134, 135-136, 137-138, 139-140, 141-142, 143-144, 145-146, 147-148, 149-150, 151-152, 153-154, 155-156, 157-158, 159-160, 161-162, 163-164, 165-166, 167-168, 169-170, 171-172, 173-174, 175-176, 177-178, 179-180, 181-182, 183-184, 185-186, 187-188, 189-190, 191-192, 193-194, 195-196, 197-198, 199-200, 201-202, 203-204, 205-206, 207-208, 209-210, 211-212, 213-214, 215-216, 217-218, 219-220, 221-222, 223-224, 225-226, 227-228, 229-230, 231-232, 233-234, 235-236, 237-238, 239-240, 241-242, 243-244, 245-246, 247-248, 249-250, 251-252, 253-254, 255-256, 257-258, 259-260, 261-262, 263-264, 265-266, 267-268, 269-270, 271-272, 273-274, 275-276, 277-278, 279-280, 281-282, 283-284, 285-286, 287-288, 289-290, 291-292, 293-294, 295-296, 297-298, 299-300, 301-302, 303-304, 305-306, 307-308, 309-310, 311-312, 313-314, 315-316, 317-318, 319-320, 321-322, 323-324, 325-326, 327-328, 329-330, 331-332, 333-334, 335-336, 337-338, 339-340, 341-342, 343-344, 345-346, 347-348, 349-350, 351-352, 353-354, 355-356, 357-358, 359-360, 361-362, 363-364, 365-366, 367-368, 369-370, 371-372, 373-374, 375-376, 377-378, 379-380, 381-382, 383-384, 385-386, 387-388, 389-390, 391-392, 393-394, 395-396, 397-398, 399-400, 401-402, 403-404, 405-406, 407-408, 409-410, 411-412, 413-414, 415-416, 417-418, 419-420, 421-422, 423-424, 425-426, 427-428, 429-430, 431-432, 433-434, 435-436, 437-438, 439-440, 441-442, 443-444, 445-446, 447-448, 449-450, 451-452, 453-454, 455-456, 457-458, 459-460, 461-462, 463-464, 465-466, 467-468, 469-470, 471-472, 473-474, 475-476, 477-478, 479-480, 481-482, 483-484, 485-486, 487-488, 489-490, 491-492, 493-494, 495-496, 497-498, 499-500, 501-502, 503-504, 505-506, 507-508, 509-510, 511-512, 513-514, 515-516, 517-518, 519-520, 521-522, 523-524, 525-526, 527-528, 529-530, 531-532, 533-534, 535-536, 537-538, 539-540, 541-542, 543-544, 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767-768, 769-770, 771-772, 773-774, 775-776, 777-778, 779-780, 781-782, 783-784, 785-786, 787-788, 789-790, 791-792, 793-794, 795-796, 797-798, 799-800, 801-802, 803-804, 805-806, 807-808, 809-810, 811-812, 813-814, 815-816, 817-818, 819-820, 821-822, 823-824, 825-826, 827-828, 829-830, 831-832, 833-834, 835-836, 837-838, 839-840, 841-842, 843-844, 845-846, 847-848, 849-850, 851-852, 853-854, 855-856, 857-858, 859-860, 861-862, 863-864, 865-866, 867-868, 869-870, 871-872, 873-874, 875-876, 877-878, 879-880, 881-882, 883-884, 885-886, 887-888, 889-890, 891-892, 893-894, 895-896, 897-898, 899-900, 901-902, 903-904, 905-906, 907-908, 909-910, 911-912, 913-914, 915-916, 917-918, 919-920, 921-922, 923-924, 925-926, 927-928, 929-930, 931-932, 933-934, 935-936, 937-938, 939-940, 941-942, 943-944, 945-946, 947-948, 949-950, 951-952, 953-954, 955-956, 957-958, 959-960, 961-962, 963-964, 965-966, 967-968, 969-970, 971-972, 973-974, 975-976, 977-978, 979-980, 981-982, 983-984, 985-986, 987-988, 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Exhibit 5

Savings Methodology

LIGHTING SAVINGS CALCULATION METHODOLOGY

The lighting dollar savings is a combination of the lighting demand savings, the lighting energy savings, and the lighting HVAC interactive effects, which in the project climate results in cooling savings. The power draw difference between the sum of the pre and post fixtures expected to be in operation during the time of building peak energy use is used to establish the demand savings for each month. The power draw difference multiplied by the hours of operation for each fixture group is used to establish the energy savings for the retrofit. The cooling savings is established by converting the energy savings to the equivalent thermal load reduction at the HVAC system.

$$Savings = \sum_{Buildings} (Lighting\ kW\ Saving + Lighting\ kWh\ Savings + O\&M\ Savings + Cooling\ Demand\ Savings + Cooling\ Energy\ Savings)$$

$$Lighting\ kW\ Savings = (Base\ Lighting\ kW - Post\ Lighting\ kW) \times 12 \times \$/kW$$

$$Base\ Lighting\ kW = \sum_{Fixtures} (Base\ Fixture\ kW \times Diversity\ Factor)$$

$$Post\ Lighting\ kW = \sum_{Fixtures} (Post\ Light\ kW \times Diversity\ Factor)$$

$$Lighting\ kWh\ Savings = (Base\ Lighting\ kWh - Post\ Lighting\ kWh) \times \$/kWh$$

$$Base\ Lighting\ kWh = \sum_{Fixtures} (Base\ Light\ kW \times Base\ Hours)$$

$$Post\ Lighting\ kWh = \sum_{Fixtures} (Post\ Light\ kW \times Post\ Hours)$$

$$Cooling\ Thermal\ Savings\ [kBtu] = \frac{Lighting\ kWh\ Savings \times 3.412\ kBtu/kWh}{12\ months} \times Load\ to\ Space\ [\%] \times Cooling\ Months$$

$$Cooling\ Demand\ Savings\ [kW] = \sum_{Month} \frac{Lighting\ kW\ Savings_{Monthly\ Peak\ Temperature} \times 3.412\ kBtu/kWh}{12\ kBtu/tonhours} \times Load\ Factor \times Cooling\ Efficiency\ [kW/ton] \times \$/kW$$

$$Cooling\ Energy\ Savings\ [kWh] = Cooling\ Thermal\ Savings\ [kBtu] \times \frac{Cooling\ Efficiency\ [kW/ton]}{12\ kBtu/tonhours} \times \$/kWh$$

Exhibit 5

Savings Methodology

Where:

\$/kW	Unit cost for electrical demand, as per Unit Prices section in Schedule V (HVAC plant rates stipulated to be equivalent to those of building served)
\$/kWh	Unit cost of electric energy, as per Unit Prices section in Schedule V (HVAC plant rates stipulated to be equivalent to those of building served)
Base Fixture kW	Baseline fixture kW, as per lighting audit calculation provided in the Lighting Audit Details in Exhibit 4
Base Hours	Baseline fixture operating hours, as per lighting audit calculation provided in the Lighting Audit Details in Exhibit 4
Base Lighting kW	Baseline lighting system monthly demand (kW)
Base Lighting kWh	Baseline Lighting system annual energy (kWh)
Cooling Efficiency	Cooling production and distribution system efficiency (stipulated at 1 kW/ton)
Cooling Energy Savings	Annual HVAC electrical energy savings (kWh)
Cooling Thermal Savings	Annual thermal energy savings (kBtu)
Diversity Factor	Factor accounting for offline fixtures at time of peak demand (stipulated at 39%)
Lighting kW Savings	Lighting system demand savings (kW)
Lighting kWh Savings	Lighting system energy savings (kWh)
Load to Space %	Thermal load entering the conditioned space (stipulated at 85%)
Post Fixture kW	Post retrofit fixture kW
Post Hours	Post retrofit fixture operating hours, as per lighting audit calculation provided in the Lighting Audit Details in Exhibit 4
Post Lighting kW	Post retrofit lighting system monthly demand (kW)
Post Lighting kWh	Post retrofit Lighting system annual energy (kWh)

Exhibit 5

Savings Methodology

SOLAR SAVINGS CALCULATION METHODOLOGY

The solar dollar savings materializes from offsetting grid purchased electricity. Solar production is modeled for the geographic conditions and site designs. The annual savings is adjusted to account for solar cell degradation over time. Demand savings are expected to provide additional savings but have not been claimed for this economic analysis due to the potential minute by minute weather-based variability in system production and the potential that it won't align with the building peak demand period for the billing period. This represents an added economic benefit to Miami-Dade County.

$$Savings = ProductionSavings + DemandSavings$$
$$DemandSavings = 0$$
$$ProductionSavings = BaseEnergy - PostEnergy = PostProduction_{Year}$$
$$BaseEnergy = SiteEnergy - BaseProduction = SiteEnergy - 0 = SiteEnergy$$
$$PostEnergy = SiteEnergy - PostProduction_{Year}$$
$$PostProduction_{Year} = \sum_{Hour}^{8760} PV_{Output} \times (1 + Solar_{Esc})^{(Year-1)} \times \$/kWh$$

Where:

PVOutput	Electrical energy output of the PV array as modeled
SolarEsc	Solar degradation rate, as per Unit Prices section in Schedule V
Year	Applicable savings year
\$/kWh	Unit cost of electric energy, as per Unit Prices section in Schedule V

Exhibit 6

Preliminary Solar Design Detail Supplement



Annual Production Report produced by Ameresco South Peter Burgoyne

MIAMI DADE GRAHAM
BUILDING, 1350 NW 12TH AVE MIAMI FL 33136

Report	
Project Name	MIAMI DADE GRAHAM BUILDING
Project Address	1350 NW 12TH AVE MIAMI FL 33136
Prepared By	Ameresco South Peter Burgoyne pburgoyne@ameresco.com

System Metrics	
Design	Design 2 (ASCE 7-16 & NEC 2017) Jan 1, 2021 (AXI)
Module DC Nameplate	201.0 kW
Inverter AC Nameplate	150.0 kW Load Ratio: 1.34
Annual Production	321.5 MWh
Performance Ratio	82.4%
kWh/kWp	1,600.0
Weather Dataset	TMY, 10km grid (25.75,-80.25), NREL (prospector)
Simulator Version	aefb703db8-36b21dfb41-c46179cfd5-d26d482e39

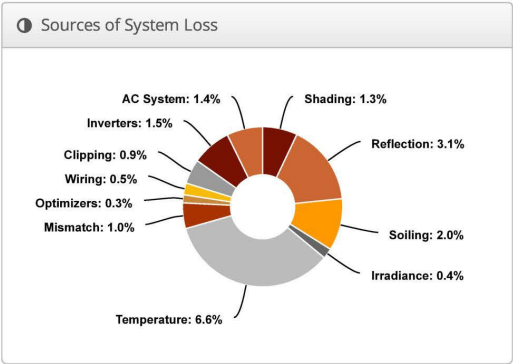
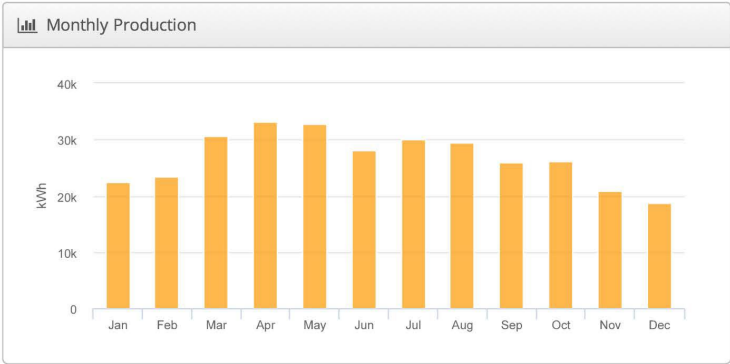
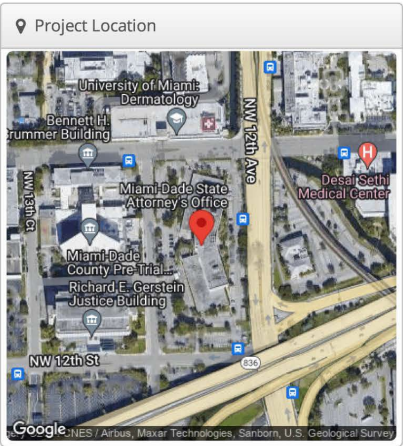


Exhibit 6

Preliminary Solar Design Detail Supplement



Annual Production Report produced by Ameresco South Peter Burgoyne

⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,885.7	
	POA Irradiance	1,942.4	3.0%
	Shaded Irradiance	1,916.4	-1.3%
	Irradiance after Reflection	1,857.0	-3.1%
	Irradiance after Soiling	1,819.9	-2.0%
	Total Collector Irradiance	1,819.9	0.0%
Energy (kWh)	Nameplate	365,484.0	
	Output at Irradiance Levels	364,031.9	-0.4%
	Output at Cell Temperature Derate	340,118.5	-6.6%
	Output After Mismatch	336,760.1	-1.0%
	Optimizer Output	335,716.6	-0.3%
	Optimal DC Output	334,201.6	-0.5%
	Constrained DC Output	331,046.0	-0.9%
	Inverter Output	326,033.1	-1.5%
	Energy to Grid	321,542.4	-1.4%
Temperature Metrics			
Avg. Operating Ambient Temp		26.1 °C	
Avg. Operating Cell Temp		35.3 °C	
Simulation Metrics			
Operating Hours		4669	
Solved Hours		4669	

☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (25.75,-80.25), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a		b		Temperature Delta						
	Fixed Tilt	-3.56		-0.075		3°C						
	Flush Mount	-2.81		-0.0455		0°C						
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle						Backtracking					
	60°						Enabled					
Module Characterizations	Module					Uploaded By		Characterization				
	AXIpremium X HC BLK AC-330MH/120S (Axitec)					HelioScope		Spec Sheet Characterization, PAN				
Component Characterizations	Device					Uploaded By		Characterization				
	TS4-O (Tigo)					HelioScope		Default Characterization				
	CPS SCA50KTL-DO/US-480 (Sept17) (Chint)					HelioScope		Spec Sheet				

📦 Components		
Component	Name	Count
Inverters	CPS SCA50KTL-DO/US-480 (Sept17) (Chint)	3 (150.0 kW)
AC Panels	3 input AC Panel	1
AC Home Runs	12 AWG (Copper)	1 (6.4 ft)
AC Home Runs	14 AWG (Copper)	3 (198.8 ft)
Home Runs	2/0 AWG (Aluminum)	6 (1,630.1 ft)
Combiners	4 input Combiner	3
Combiners	5 input Combiner	3
Strings	10 AWG (Copper)	27 (2,386.4 ft)
Optimizers	TS4-O (Tigo)	609 (213.2 kW)
Module	Axitec, AXIpremium X HC BLK AC-330MH/120S (330W)	609 (201.0 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	12	16-23	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	5°	193°	0.5 ft	1x1	209	209	69.0 kW
Field Segment 2	Fixed Tilt	Landscape (Horizontal)	5°	163.205°	0.5 ft	1x1	218	218	71.9 kW
Field Segment 3	Fixed Tilt	Landscape (Horizontal)	5°	163.269°	0.5 ft	1x1	182	182	60.1 kW

Exhibit 6

Preliminary Solar Design Detail Supplement



Annual Production Report produced by Ameresco South Peter Burgoyne

Detailed Layout

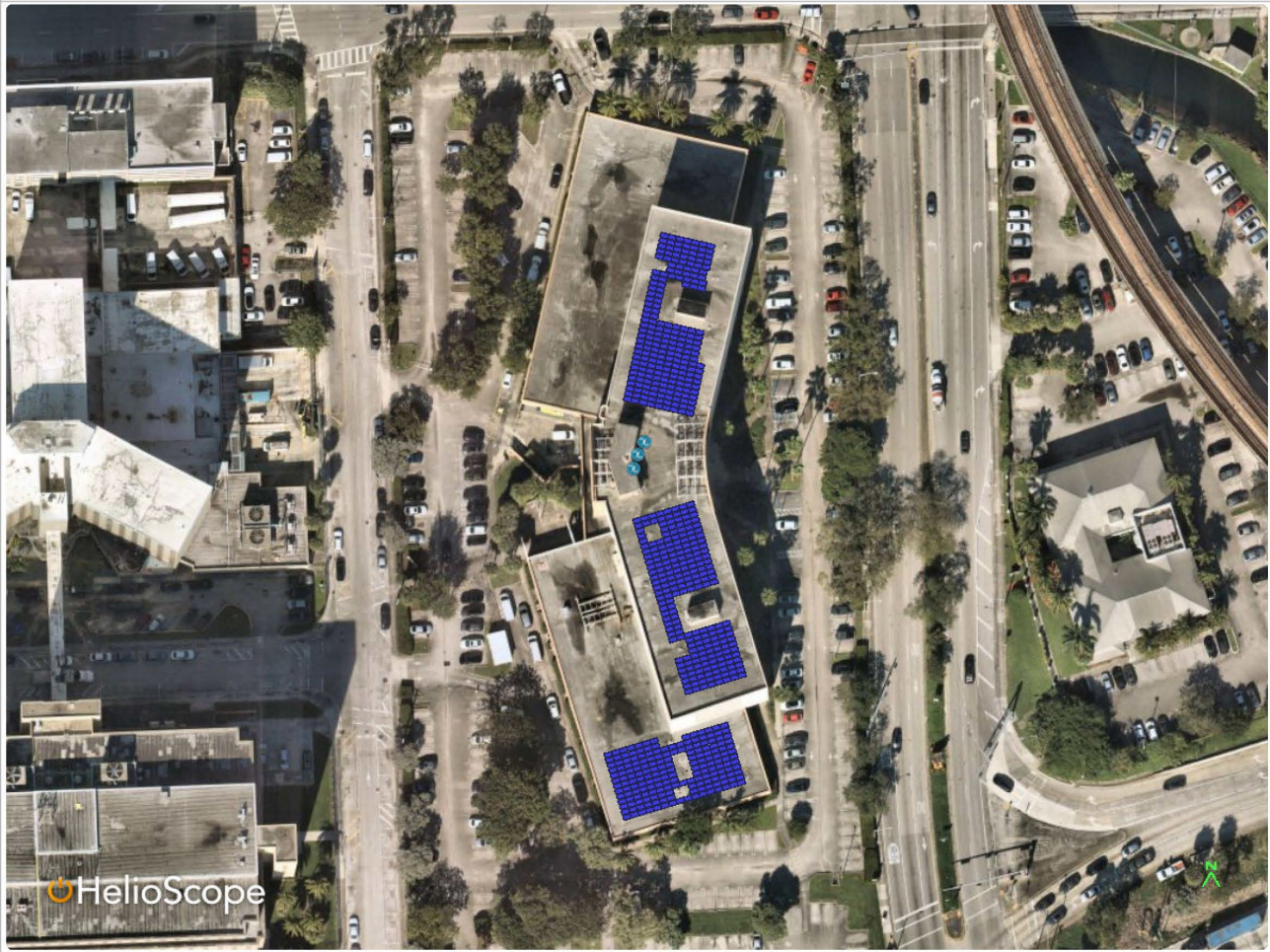


Exhibit 6

Preliminary Solar Design Detail Supplement



Annual Production Report produced by Ameresco South Peter Burgoyne

Lower Roof
MIAMI DADE CHILDRENS COURTHOUSE, 155 NW 3rd Street
MIAMI FL 33128

Report	
Project Name	MIAMI DADE CHILDRENS COURTHOUSE
Project Address	155 NW 3rd Street MIAMI FL 33128
Prepared By	Ameresco South Peter Burgoyne pburgoyne@ameresco.com

System Metrics	
Design	Design 4 - Lower Roof Only
Module DC Nameplate	39.6 kW
Inverter AC Nameplate	36.0 kW Load Ratio: 1.10
Annual Production	67.48 MWh
Performance Ratio	88.5%
kWh/kWp	1,704.1
Weather Dataset	TMY, 10km grid (25.75,-80.15), NREL (prospector)
Simulator Version	bd726797e3-c6dc798c02-b135fa1d14-3ecbdc96a0

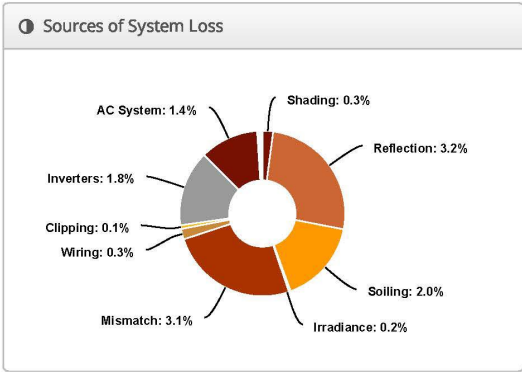
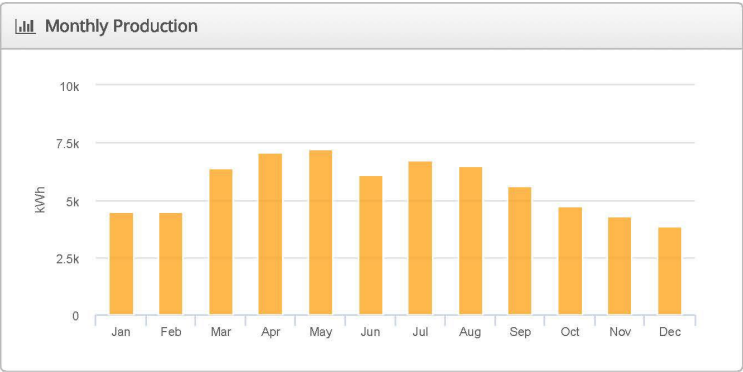
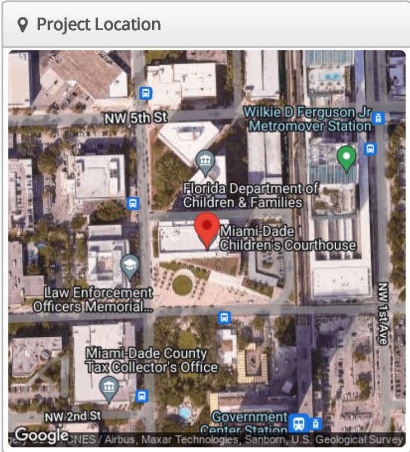


Exhibit 6

Preliminary Solar Design Detail Supplement



Annual Production Report produced by Ameresco South Peter Burgoyne

⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,870.5	
	POA Irradiance	1,925.8	3.0%
	Shaded Irradiance	1,920.9	-0.3%
	Irradiance after Reflection	1,860.0	-3.2%
	Irradiance after Soiling	1,822.8	-2.0%
	Total Collector Irradiance	1,822.8	0.0%
Energy (kWh)	Nameplate	72,178.9	
	Output at Irradiance Levels	72,059.8	-0.2%
	Output at Cell Temperature Derate	72,148.6	0.1%
	Output After Mismatch	69,932.8	-3.1%
	Optimal DC Output	69,757.6	-0.3%
	Constrained DC Output	69,696.5	-0.1%
	Inverter Output	68,435.5	-1.8%
	Energy to Grid	67,480.7	-1.4%
Temperature Metrics			
Avg. Operating Ambient Temp			26.0 °C
Avg. Operating Cell Temp			35.1 °C
Simulation Metrics			
Operating Hours			4666
Solved Hours			4666

☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (25.75,-80.15), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type		a		b		Temperature Delta					
	Fixed Tilt		-3.56		-0.075		3°C					
	Flush Mount		-2.81		-0.0455		0°C					
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle						Backtracking					
	60°						Enabled					
Module Characterizations	Module					Uploaded By		Characterization				
	AION60G1-330 (All Black) (AIONRISE)					HelioScope		AION60G1-330 (All Black).PAN, PAN				
Component Characterizations	Device						Uploaded By		Characterization			
	SCA 36KTL-DO/US 10input ver 1.2b (Chint Power Systems)						HelioScope		Default Characterization			

📦 Components		
Component	Name	Count
Inverters	SCA 36KTL-DO/US 10input ver 1.2b (Chint Power Systems)	1 (36.0 kW)
AC Panels	1 input AC Panel	1
AC Home Runs	12 AWG (Copper)	2 (338.8 ft)
Strings	10 AWG (Copper)	6 (503.8 ft)
Module	AIONRISE, AION60G1-330 (All Black) (330W)	120 (39.6 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	8-23	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 2	Fixed Tilt	Landscape (Horizontal)	5°	177.932°	0.6 ft	1x1	120	120	39.6 kW

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Preliminary Solar Design Detail Supplement



Annual Production Report produced by Ameresco South Peter Burgoyne

MIAMI DADE CHILDRENS COURTHOUSE, 155 NW 3rd Street
MIAMI FL 33128

Report	
Project Name	MIAMI DADE CHILDRENS COURTHOUSE
Project Address	155 NW 3rd Street MIAMI FL 33128
Prepared By	Ameresco South Peter Burgoyne pburgoyne@ameresco.com

System Metrics	
Design	Design 3 - Upper Roof Only
Module DC Nameplate	144.2 kW
Inverter AC Nameplate	108.0 kW Load Ratio: 1.34
Annual Production	233.4 MWh
Performance Ratio	84.0%
kWh/kWp	1,618.4
Weather Dataset	TM2, 10km grid (25.75,-80.15), NREL (prospector)
Simulator Version	bd726797e3-c6dc798c02-b135fa1d14-3ecbdc96a0

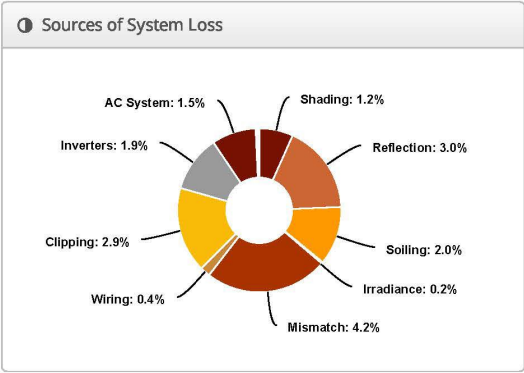
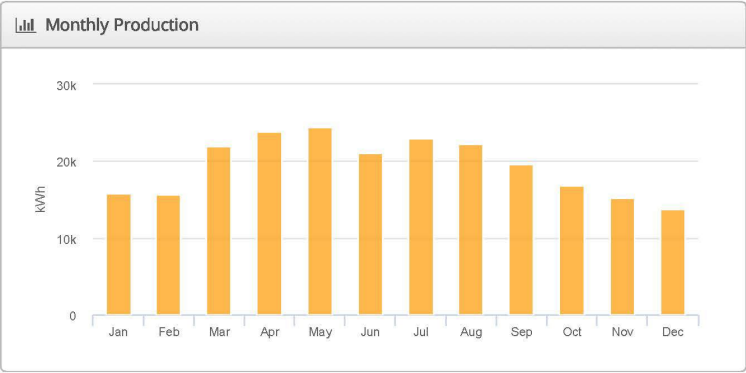
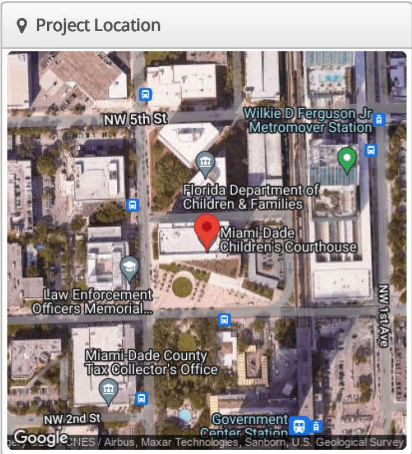


Exhibit 6

Preliminary Solar Design Detail Supplement



Annual Production Report produced by Ameresco South Peter Burgoyne

⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,870.5	
	POA Irradiance	1,925.8	3.0%
	Shaded Irradiance	1,903.6	-1.2%
	Irradiance after Reflection	1,845.5	-3.0%
	Irradiance after Soiling	1,808.6	-2.0%
	Total Collector Irradiance	1,808.6	0.0%
Energy (kWh)	Nameplate	260,801.4	
	Output at Irradiance Levels	260,349.6	-0.2%
	Output at Cell Temperature Derate	260,670.5	0.1%
	Output After Mismatch	249,750.7	-4.2%
	Optimal DC Output	248,874.1	-0.4%
	Constrained DC Output	241,620.6	-2.9%
	Inverter Output	236,968.4	-2.0%
	Energy to Grid	233,396.6	-1.5%
Temperature Metrics			
	Avg. Operating Ambient Temp		26.0 °C
	Avg. Operating Cell Temp		35.0 °C
Simulation Metrics			
	Operating Hours	4666	
	Solved Hours	4666	

☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km grid (25.75,-80.15), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type			a		b			Temperature Delta			
	Fixed Tilt			-3.56		-0.075			3°C			
	Flush Mount			-2.81		-0.0455			0°C			
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Trackers	Maximum Angle							Backtracking				
	60°							Enabled				
Module Characterizations	Module					Uploaded By		Characterization				
	AION60G1-330 (All Black) (AIONRISE)					HelioScope		AION60G1-330 (All Black).PAN, PAN				
Component Characterizations	Device						Uploaded By		Characterization			
	SCA 36KTL-DO/US 10input ver 1.2b (Chint Power Systems)						HelioScope		Default Characterization			

📦 Components		
Component	Name	Count
Inverters	SCA 36KTL-DO/US 10input ver 1.2b (Chint Power Systems)	3 (108.0 kW)
AC Panels	3 input AC Panel	1
AC Home Runs	12 AWG (Copper)	1 (8.6 ft)
AC Home Runs	10 AWG (Copper)	3 (1,305.7 ft)
Strings	10 AWG (Copper)	21 (3,954.9 ft)
Module	AIONRISE, AION60G1-330 (All Black) (330W)	437 (144.2 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	8-23	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	5°	177.932°	0.6 ft	1x1	437	437	144.2 kW



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Preliminary Solar Design Detail Supplement

 Detailed Layout

