

CONSTRUCTION WORK ORDER NO. 1

1. This Construction Work Order No. 1 ("Construction Work Order"), executed between NORESKO and Customer (collectively, the "Parties") and dated _____, is issued pursuant to Section 1(a) of the Energy Services Agreement ("ESA") dated July 29, 2022 between NORESKO and Customer.
2. The terms applicable to this Construction Work Order are set forth in the ESA and include all attachments referenced in the ESA.
3. Customer requests that NORESKO complete the Construction Work described in this Construction Work Order, and NORESKO agrees to complete the Construction Work described in this Construction Work Order.
4. Customer acknowledges that this Construction Work Order constitutes a valid Notice to Proceed issued by the Customer for the work described below.

By signing below, the Parties agree to the terms of this Construction Work Order.

NORESKO, LLC

Signature: _____

Printed Name: Jim Williams

Title: Senior Vice President - General Manager

Date: _____

CITY OF HOLLYWOOD, FLORIDA,
a municipal corporation of the State of Florida

By: _____
Josh Levy, Mayor

ATTEST:

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:

Douglas R. Gonzales, City Attorney

ATTACHMENT A

STREETLIGHT DESCRIPTION

Streetlights include City-owned, Florida Department of Transportation (FDOT)-owned, and Broward County-owned street lighting currently managed and maintained by the City. Florida Power & Light (FPL)-owned and Community Redevelopment Agency (CRA)-owned streetlights are not included in the project scope of work.

ATTACHMENT B

SCOPE OF SERVICES

DESCRIPTION OF THE ENERGY EFFICIENCY MEASURES AND THE EQUIPMENT

The following is a brief description of the Energy Conservation Measures (“ECMs”) and related equipment to be installed by NORESKO at the Property.

ECM 1: LED Streetlight Upgrade

NORESCO will replace the existing high-pressure sodium (HPS), mercury vapor, and metal halide City-owned, FDOT-owned, and Broward County-owned streetlight fixtures with new, high-efficiency LED fixtures and Ubicquia UbiCell smart sensors to monitor and control the upgraded fixtures. Prior to installing the fixtures, NORESKO installed samples of the proposed cobra head to verify proper fit and secure the Customer’s approval of the new streetlighting design. NORESKO assumes that the remainder of the installations will be similar to these samples that were installed during the IGA. If NORESKO discovers during construction that the retrofits cannot be installed as intended, NORESKO will find an alternative retrofit and submit to the Customer a change order with the scope of work, expected savings, and cost impact to the Customer.

Table B1 lists the quantities, manufacturers, and catalog numbers of each retrofit type that NORESKO will install. NORESKO’s scope of work is based on a geographical information system (GIS) survey of the existing streetlight inventory performed during the IGA. It is possible that this inventory may have changed over time due to regular maintenance, weather events, or traffic accidents. NORESKO will provide a reconciliation of actual completed retrofits at the close of construction and adjust price and guaranteed savings as appropriate. NORESKO will affix City of Hollywood ownership labels or tags as appropriate to light poles and new fixtures.

Table B1: Streetlight Retrofit Types and Quantities

Manufacturer	Catalog No.	Description	Qty
<i>Streetlight Fixture Replacement</i>			
<i>AEL (Acuity)</i>	<i>ATB0-P205-MVOLT-R2-3K-HSS-NL-P7</i>	<i>Cobra</i>	<i>6</i>
<i>AEL (Acuity)</i>	<i>ATB0-P205-MVOLT-R3-3K-NL-P7</i>	<i>Cobra</i>	<i>8</i>
<i>AEL (Acuity)</i>	<i>ATB0-P205-MVOLT-R4-3K-HSS- NL-P7</i>	<i>Cobra</i>	<i>3</i>
<i>AEL (Acuity)</i>	<i>ATB0-P205-MVOLT-R4-3K-HSS-NL-P7</i>	<i>Cobra</i>	<i>3</i>
<i>AEL (Acuity)</i>	<i>ATB0-P205-MVOLT-R4-3K-NL-P7</i>	<i>Cobra</i>	<i>69</i>
<i>AEL (Acuity)</i>	<i>ATB0-P304-MVOLT-R3-3K-NL-P7</i>	<i>Cobra</i>	<i>59</i>
<i>AEL (Acuity)</i>	<i>ATB0-P304-MVOLT-R4-3K-HSS-NL-P7</i>	<i>Cobra</i>	<i>68</i>
<i>AEL (Acuity)</i>	<i>ATB0-P304-MVOLT-R4-3K-NL-P7</i>	<i>Cobra</i>	<i>173</i>
<i>AEL (Acuity)</i>	<i>ATB0-P305-MVOLT-R3-3K-NL-P7</i>	<i>Cobra</i>	<i>43</i>
<i>AEL (Acuity)</i>	<i>ATB2-P603-MVOLT-R3-3K-NL-P7</i>	<i>Cobra</i>	<i>215</i>
<i>AEL (Acuity)</i>	<i>ATB2-P603-MVOLT-R4-3K-NL-P7</i>	<i>Cobra</i>	<i>254</i>
<i>AEL (Acuity)</i>	<i>ATBMIC-P154-MVOLT-R3-3K-HSS-NL-P7</i>	<i>Cobra</i>	<i>494</i>
<i>AEL (Acuity)</i>	<i>ATBMIC-P154-MVOLT-R3-3K-NL-P7</i>	<i>Cobra</i>	<i>53</i>
<i>AEL (Acuity)</i>	<i>ATBMIC-P156-MVOLT-R3-3K-HSS-NL-P7</i>	<i>Cobra</i>	<i>1</i>

AEL (Acuity)	ATBMIC-P156-MVOLT-R3-3K-NL-P7	Cobra	2
Holophane	ESL3-P30S-30K-MVOLT-SG3-QSM-BK-PR7E-DS-NL1/BHDF-QSM-BK-PR7E-TPRC SBK	Teardrop	52
Holophane	ESL3-P30S-30K-MVOLT-TG3-QSM-BK-PR7E-NL1X1/BHDF-QSM-BK-PR7E-TPRC SBK	Teardrop	2
Holophane	ESL3-P40S-30K-HVOLT-SG3-QSM-BK-PR7E-DS-NL1/BHDF-QSM-BK-PR7E-TPRC SBK	Teardrop	62
Holophane	ESL3-P40S-30K-HVOLT-TG3-QSM-BK-PR7E-NL1X1/BHDF-QSM-BK-PR7E-TPRC SBK	Teardrop	237
Holophane	GVD3-P20-30K-MVOLT-MS-GL3-BK-PR7E-NL1X1	Acorn	10
Holophane	GVD3-P30-30K-MVOLT-MS-GL3-BK-PR7E-NL1X1	Acorn	158
Holophane	GVD3-P30-30K-MVOLT-MS-GL3-BK-PR7E-NL1X1/GVDHSS18	Acorn	188
Holophane	GVD3-P30-30K-MVOLT-MS-GL3-WH-ST-TWH-PR7E-NL1X1/GVDHSS18	Acorn	35
Holophane	MGLEDM-P1-30K-MVOLT-MG-UN-BZSD-NL-PR7	Mongoose	5
Holophane	MGLED-P1-30K-480-FT-LT-VT-GRSD-PR7-NL	Mongoose	25
Holophane	PMLLED-P5-30K-XVOLT-66-YMS-BZSDP-NL-PR7	Flood	22
Holophane	SN21P1-FGC-T3HS-P20-AMBER-MVOLT-10KV-ADS-PTDR-DIM-WH-SM-MG	Beach Bell	137
Holophane	W4GLED-30C1000-30K-T3M-MVOLT-SPD-PR7	Wall Pack	26
		Fixture Qty Total	2,410
Streetlight Controls			
Ubiquia	UBC-30-0-01-NA-01-1-BK	Ubicell	748
Ubiquia	UBC-30-0-01-NA-01-1-GY	Ubicell	1,662
		Controls Qty Total	2,410
Streetlight Pole & Fixture Replacement			
Holophane	GVD3-P20-30K-MVOLT-LS-GL3-WH-ST-TWH-PR7E-NL1X1/GVDHSS18	Acorn	18
Ubiquia	UBC-30-0-01-NA-01-1-BK	Ubicell	18
Concrete Pole	New Concrete Pole	Concrete Pole	18

NORESCO intends to reuse existing streetlight infrastructure including poles, arms, sockets, wiring, hand holes, etc. However, it is possible that some of this infrastructure may require repair or replacement to complete the planned fixture retrofits. NORESCO has included an allowance of \$50,000 in the project budget to cover such repairs. During construction, if additional repair work is discovered that needs to be completed, NORESCO will estimate the cost and notify the Customer. With Customer approval, NORESCO will perform the additional work. Unused allowance funds will be returned to the Customer at the end of the project.

NORESCO's scope of work includes:

- ▶ Procurement of new streetlighting fixtures and retrofit kits
- ▶ Labor required for streetlighting retrofit installations
- ▶ Engineering and design of the streetlight retrofits
- ▶ Project and construction management
- ▶ Delivery of project closeout documentation, including as-built inventories, equipment listings, and operations and maintenance training manuals

- ▶ One-year warranty of materials and labor following substantial completion of this ECM. Where manufacturer warranties exceed this one-year workmanship warranty, NORESKO will transfer the manufacturers' warranties to the Customer at the end of the workmanship period
- ▶ Provision of documentation of LED conversion progress and fixture submittals as required
- ▶ Reuse of existing poles and mounting arms
- ▶ Reuse of existing wiring to streetlight fixtures
- ▶ Installation of Ubicquia UbiCell smart controls for each new fixture
- ▶ American National Standards Institute (ANSI) LED wattage labels
- ▶ Labeling of Customer-owned poles that are used exclusively for mounting streetlights as Customer-owned property
- ▶ Proper disposal of removed fixtures

NORESCO's Clarification or Exclusions

- ▶ "Blue light/police" escorts are not included in the current project pricing
- ▶ NORESKO has not incorporated any project pricing to provide for [Davis Bacon](#), [Buy American](#), and [other federal funding reporting requirements](#). Additional cost may apply if these requirements are imposed on the project.
- ▶ Work to be completed during normal working hours, typically 7:00 am – 5:00 pm Monday through Friday. Times may need to be adjusted for:
 - Fixtures that are not accessible due to school zones, loading zones, etc.
 - Weekend work may be required to maintain schedule due to weather events, i.e., thunderstorms, hail, high winds not including tropical storms and/or hurricanes, local events/holidays, etc.
- ▶ Project schedule may need to be adjusted/extended due to, but not limited to:
 - Stop Work order by city/state authorities due to local events that may include severe weather events, local and/or state events, etc.

Customer Responsibilities:

- ▶ City is responsible for providing or assisting with clear access to poles/fixtures. Such items may include:
 - Poles not accessible due to vehicles, watercraft, trailers or anything blocking access. City is responsible for providing clear access
 - Tree trimming or removal materials obstructing access to fixtures
 - Bee hives. Those that are beyond simple hornet spray
 - Resident obstructing access

ATTACHMENT C

EQUIPMENT LEASE DOCUMENTS

(RESERVED)

ATTACHMENT D

Intentionally left blank.

ATTACHMENT E-1

**DELIVERY AND ACCEPTANCE CERTIFICATE
UPON SUBSTANTIAL COMPLETION**

Customer acknowledges receipt of the Energy Conservation Measure(s) ("ECM(s)") described in the applicable Attachment B to the Energy Services Agreement ("Agreement") between the Parties, as fully installed and in good working condition, which are listed and attached. Customer accepts the listed ECM(s) after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the related payment(s) to NORESKO as set forth in Section 4 of the Agreement.

Substantial Completion Date:

ECM(s):

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECM(s) to which this Delivery and Acceptance Certificate relates is/are attached hereto.

ATTACHMENT E-2

**FINAL DELIVERY AND ACCEPTANCE CERTIFICATE
FINAL ACCEPTANCE OF PROJECT**

Customer acknowledges Final Acceptance of all ECMs described in the applicable Attachment B to the Energy Services Agreement ("Agreement") between the Parties. The date of Final Acceptance is the date certified by the Customer that the Work has been installed, functionally tested and all punchlist items completed in accordance with the Contract Documents, so that the Customer has possession of the Work and can use it for its intended use. Customer accepts the listed ECMs after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the required payment(s) to NORESKO as set forth in Section 4 and Attachment G of the Agreement.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name:_____

Title:_____

Note: ECMs to which this Delivery and Acceptance Certificate relates are attached.

ATTACHMENT F

GUARANTY OF ENERGY COST SAVINGS

1. DEFINITIONS

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

“Baseline Period” is the period of time that defines the Baseline Usage and is representative of the Streetlight operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

“Baseline Usage” is the calculated energy usage of the Streetlights prior to the implementation of the ECMs.

“Baseline Demand” is the calculated energy demand of a fixture or the Streetlight inventory prior to the implementation of the ECMs.

“Cumulative Excess Verified Savings” is the total amount of Excess Verified Savings based on the results of the Measurement & Verification Plan in the Guaranteed Savings Reconciliation Report carried over to subsequent Guaranty Periods.

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

“Energy Costs” includes the cost of electricity and other utility charges required to operate the Streetlights.

“ECM”, the Energy Conservation Measure (ECM), is the installation of equipment or systems, or modification of equipment or systems as described in Attachment B.

“Excess Verified Savings” is the amount of Verified Savings minus Guaranteed Savings in a Guaranteed Period.

“Streetlights” shall mean those described in Attachment A.

“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 10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D.

“First Guarantee Period” is defined as the period beginning on the first day of the month following the date of execution of the Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by the Customer and ending on the day prior to the first 12 month anniversary thereof.

“Guarantee Period” is defined as the First Guarantee Period and each of the successive 12 month periods commencing on the anniversary of the commencement of the First Guarantee Period throughout the Term of this Agreement.

“Guaranteed Savings” is defined as the amount of avoided Energy and Operational Costs guaranteed to the Customer in each Guarantee Period.

“Guaranteed Savings Reconciliation Report” is defined as the process and report for determining the Verified Savings in each Guarantee Period and reconciling it to the Guaranteed Savings in the same Guarantee Period.

“IPMVP” shall mean the International Performance Measurement and Verification Protocol and its Measurement and Verification Guidelines for energy savings performance contract projects. The IPMVP guidelines classify measurement & verification approaches as Option A, Option B, Option C, and Option D.

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

“Operational Costs” shall include the cost of operating and maintaining the Streetlights, such as but not limited to the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment as defined for each ECM in Section 4, Schedule of Values.

“Term” shall be 20 years from acceptance.

“Verified Savings” is defined as the summation of avoided Energy and Operational Costs as determined by the Measurement & Verification Plan for the Streetlights in each Guarantee Period as a result of the ECMs provided by NORESKO as well as Excess Verified Savings, if any carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee shall commence on the first day of the month following the date of execution of the Final Delivery and Acceptance Certificate (Attachment E-2) upon Final Acceptance of this Project by the Customer and shall terminate at the end of 20 years unless terminated earlier as provided for herein.

2.2 Guarantee Termination. Should this Agreement be terminated (including, as applicable, the Maintenance or Measurement & Verification Services) in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Period in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations, if any, in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Periods shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings: The following table lists the amount of Guaranteed Savings resulting from the ECM to be installed by NORESKO.

Year	\$ Amount
1	\$151,681
2	\$156,431
3	\$161,330
4	\$166,383
5	\$171,595
6	\$176,972
7	\$182,518
8	\$188,239
9	\$194,139
10	\$200,225
11	\$206,504
12	\$212,979

13	\$219,661
14	\$226,551
15	\$233,659
16	\$240,992
17	\$248,555
18	\$256,357
19	\$264,405
20	\$272,708
Total	\$4,178,355

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of NORESKO's efforts that result in no additional costs to Customer beyond the costs identified in this Agreement will be included in the Guarantee Savings Reconciliation Report for the applicable Guarantee Period(s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by Customer and as calculated through the Measurement & Verification Plan that result from activities undertaken by NORESKO prior to Final Acceptance may be applied to the Verified Savings for the First Guaranty Period.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Period are considered satisfied if the Verified Savings for such Guarantee Period equals or exceeds the Guaranteed Savings for such Guarantee Period.

3.1.4 Savings Shortfalls. In the event that the Verified Savings in any Guarantee Period is less than the Guaranteed Savings required for that Guarantee Period, after giving credit for any Excess Verified Savings carried forward from previous Guarantee Periods, NORESKO shall, upon receipt of written demand from Customer, compensate Customer the amount of any such shortfall, limited by the value of the guarantee, within 30 calendar days. Resulting compensation shall be NORESKO's sole liability for any shortfall in the Guaranteed Savings.

3.2 Savings Reconciliation Documentation. NORESKO will provide Customer with a Guarantee Savings Reconciliation Report after each Guarantee Period within 120 days. Customer will assist NORESKO in generating the savings reconciliation report by providing NORESKO's receipt thereof, together with access to relevant records relating to such Energy and Operating Costs. Customer will also assist NORESKO by permitting access to any energy billing information, maintenance records, drawings, or other data deemed necessary by NORESKO to generate the said report. Data and calculations utilized by NORESKO in the preparation of its Guarantee Savings Reconciliation Report will be made available to Customer, along with such explanations and clarifications as Customer may reasonably request.

3.2.1 Acceptance of Guarantee Savings Reconciliation Report. At the end of each Guarantee Period, Customer will have 45 days to review the Guarantee Savings Reconciliation Report and provide written notice to NORESKO of non-acceptance of the Guarantee Savings Reconciliation Report for that Guarantee Year. Failure to provide written notice within 45 days of the receipt of the Guarantee Savings Reconciliation Report shall constitute the deemed acceptance of the Report and its findings by the Customer.

3.2.2 Guarantee Savings Reconciliation. Verified Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in the Measurement & Verification Plan and/or additional methodologies defined by NORESKO that may be negotiated with Customer at any time. Actual savings reduction in utility bills may vary from the Verified Savings for reasons outside of NORESKO's control including but not limited to: changes in energy and other utility rates and tariffs, changes in Customer operating schedules and usage patterns, changes in Customer loads due to addition or reductions in energy and water consuming devices, changes in weather, impacts due to the

operations of ECMs, impacts due to the maintenance of ECMs maintained by Customer, and additions to and/or reduction in facility space usage. For the purposes of calculating any shortfalls or excesses of Verified Savings versus Guaranteed Savings, the Measurement & Verification Plan will be utilized.

3.2.3 Activities and Events Adversely Impacting Savings. Customer must promptly notify NORESKO of any activities known to Customer, which adversely impacts NORESKO’s ability to realize the Guaranteed Savings and NORESKO shall be entitled to reduce the Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond NORESKO’s reasonable control.

3.2.4 Guarantee Adjustment. NORESKO’s Guaranteed Savings obligations under this Agreement are contingent upon: (1) Customer following the operations and maintenance requirements for the ECMs in accordance with the Agreement; (2) no alterations or additions being made by the Customer without prior notice and written agreement of the Parties; (3) Customer sending all current utility bills to NORESKO within two weeks after receipt; and (4) NORESKO’S ability to render services not being impaired by circumstances beyond its control. To the extent that the Customer defaults or fails to perform fully any of its obligations under this Agreement, NORESKO may, in its sole discretion, adjust the Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless NORESKO has first provided the Customer with written notice of Customer’s default(s) or failure(s) to perform and Customer has failed to cure its default(s) and failure(s) to perform within 30 days after receipt of such notice.

3.2.5 Energy Rates.

The baseline (or Year 0) energy utility rates are shown in Table 3.2. The energy rates shown in Table 3.3 shall be used to calculate the energy cost savings in Year 1. These energy rates will be adjusted by an annual escalation rate of 3% for each successive year of the contract.

Table 3.2: Year 0 Utility Rate Summary

Facility	Electricity (\$/kWh)	Demand (\$/kW)
Streetlights	\$0.0798	n/a

Table 3.3: Year 1 Utility Rate Summary

Facility	Electricity (\$/kWh)	Demand (\$/kW)
Streetlights	\$0.0822	n/a

4. MEASUREMENT & VERIFICATION PLAN

4.1 Measurement and Verification. NORESKO and the Customer agree that the Verified Savings will be determined using the following Measurement and Verification Plan. This plan verifies energy and operational savings by combining industry standards and manufacturers’ equipment ratings with proven engineering calculations and measurements.

Measurement & Verification Plan: NORESKO and the Customer agree that the Verified Savings by ECM will be determined using the following Measurement & Verification plans further described in this section. Through this plan, the guaranteed savings generated by the ECM installed will be validated. The M&V methodologies proposed are based on the version 2.2 of the F.E.M.P. Measurement and Verification Guidelines. The objective of the plan is to quantify the actual electrical energy and compare those to the specific Baseline Usage, the difference of which is the Verified Savings.

During the term of the Agreement, NORESKO will make adjustments to energy savings due to changes in hours of operation, and utility rate schedules, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan. Current utility cost will be used as a basis for determining the unit cost, with floor and ceiling prices set by baseline rate information, presented herein this Attachment.

4.2 M&V Descriptions: The M&V methodology for the Streetlight ECM is described in the following table. A more detailed description of the M&V methodology is presented on the pages after the table. The description lays out the procedure for the calculation of savings, detailing the equations and specific variables.

ECM Number and Description	Utility Types Affected	Baseline M&V	Post-Installation M&V	Performance Period M&V
Replacement of high pressure sodium and metal halide streetlight fixtures with LED fixtures.	Electric (kWh)	Baseline lighting kW will be based on manufacturer's specifications. Runtime hours are based on FPL's streetlight tariff and rate structure.	Post-installation lighting kW will be based on manufacturer's specifications. Runtime hours are based on the same hours used in the baseline.	NORESKO will provide a report of the verified annual savings for the Guarantee Period based on the 3% utility escalation rate.
Contractually Agreed Upon Variables: Fixture kW, operating hours, FPL utility charges				

4.2.1 ECM 1: LED Streetlights

Savings Calculation Methodology:

This ECM replaces existing high-pressure sodium (HPS), mercury vapor (MV), and metal halide (MH) street lighting fixtures with new high-efficiency LED fixtures. The LED fixtures will operate using Ubiquia UbiCell smart sensors to monitor and control streetlights automatically from dusk to dawn.

NORESKO created a model of the lighting system's baseline electrical consumption based on manufacturer's specifications, FPL utility bills and tariff, and operating hours to determine the energy consumption savings and reduced overall costs by replacing street lighting systems in use in Hollywood. This model establishes baseline energy consumption and street lighting tariff cost adjustments for this ECM.

Energy savings calculations for this ECM used data from the following sources:

- An onsite inventory of the existing City-owned or maintained streetlights in the City of Hollywood
- Inventory of existing and proposed performance of the new fixtures
- Electric consumption of existing fixtures
- Operating hours based on typical operating hours assumptions

Key parameters that affect baseline energy use include fixture energy consumption and operating hours. Fixture operating hours' data was based on standard dusk to dawn hours of operation.

M&V Activities during IGA:

Pre-installation audits and site observations, manufacturer's specifications of the existing streetlight fixtures were used for establishing the baseline energy consumption. This included investigation into FPL's streetlighting tariff structure to determine tariff-specified hours of operation and other streetlight charges.

Post-Installation Period:

Post-installation energy consumption will be based on the commissioning of the LED streetlights described in the above calculation method. The agreed-upon LED fixture wattages will be based on the manufacturer's specifications and cut-sheets. NORESKO will inspect the fixtures to verify that they have been installed properly and are functioning as intended. If the equipment installed differs materially from the proposed strategies, then the models will be revised to reflect the equipment and strategies that were actually implemented. If the Customer directs modifications outside NORESKO's control that impact the ability for this measure to produce the guaranteed savings, adjustments to the guarantee may be required. Guaranteed savings may also be adjusted by NORESKO based on the final as-built quantities of streetlights installed by NORESKO.

M&V Activities during the Performance Period:

NORESKO will provide a report of the verified annual savings for the Guarantee Period based on 3% utility escalation rate of the streetlight rate in Table 3.2.

ATTACHMENT G

CONTRACT COST AND ANNUAL SERVICES

- (a) Customer agrees to pay to NORESKO, the amount equal to the Project Cost, as listed below, in accordance with the terms described in Section 4 of the Agreement. The estimated monthly progress payments shall be substantially the same as those found in Attachment G-1, Projected Monthly Progress Payments, attached hereto.

Project Cost = \$ \$4,570,000

Customer shall pay monthly based on the percentage completed. Payment applications will be substantially in the form of Attachment G-2. The anticipated monthly percentages of material and labor completion are attached hereto as Attachment G-1. Payment for Mobilization included in Month 1 is not an estimate and will be invoiced immediately following NORESKO's receipt of the NTP.

- (b) Maintenance Fee: Not applicable. Maintenance services are currently provided by the City. Any Maintenance services requested to be provided by NORESKO shall be defined in an amendment to this agreement as approved by the Parties.
- (c) Measurement & Verification Fee: Customer shall pay NORESKO for annual measurement and verification services provided under this Agreement that the Parties mutually agree to have NORESKO perform. Customer agrees to pay the annual Measurement & Verification fee as provided for below with respect to such agreed upon services.

<u>Year</u>	<u>Annual Amount</u>
1	\$7,556
2	\$7,782
3	\$8,016
4	\$8,256
5	\$8,504
6	\$8,759
7	\$9,022
8	\$9,292
9	\$9,571
10	\$9,858
11	\$10,154
12	\$10,459
13	\$10,773
14	\$11,096
15	\$11,429
16	\$11,771
17	\$12,125
18	\$12,488
19	\$12,863
20	\$13,249

ATTACHMENT G-1

PROJECTED MONTHLY PROGRESS PAYMENTS

Payment #	Month	Monthly Draw
1	May 2023	\$472,874
2	Jun 2023	\$29,301
3	Jul 2023	\$200,986
4	Aug 2023	\$200,986
5	Sep 2023	\$1,402,781
6	Oct 2023	\$887,726
7	Nov 2023	\$200,986
8	Dec 2023	\$243,561
9	Jan 2024	\$243,561
10	Feb 2024	\$458,738
Final	Mar 2024	\$228,500
Total		\$4,570,000

ATTACHMENT G-2

FORM OF PAYMENT APPLICATION

ATTACHMENT H

CHANGE ORDER FORM

(Request & Agreement for Change in Plans and/or Specifications and/or Contract)

Change Request No. _____

Customer: _____

Department: _____

Project No. _____ Contract No. _____ Site: _____

Title: _____

I. REQUEST

Date: _____

(a) Requested by _____ Of _____

(b) Description of change _____

II. NORESKO's AGREEMENT

For all costs involved in this change, including extensions of time requested, NORESKO proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time of _____ calendar days to _____ is requested.

NORESKO _____ by _____ Date: _____

CUSTOMER APPROVAL: _____ Date: _____

Customer _____	Contract Award		\$
	Previous Additions		\$
	Previous Deductions		\$
By: _____		Net Total	\$
Title: _____		This Change	\$
	Total		\$

ATTACHMENT I

MAINTENANCE SERVICES

No Maintenance services are currently provided by NORESKO. All maintenance activities will be provided by the City. Any Maintenance services provided by NORESKO shall be defined in an amendment to this Agreement as approved by the Parties.

ATTACHMENT J

NORESCO INSTALLED EQUIPMENT

See Table B.1 Streetlight Retrofit Types and Quantities in Attachment B Scope of Services

ATTACHMENT K

STANDARDS OF SERVICE/DESIGN

Not Applicable