

Office of Facilities Design and Construction
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: AUTHORIZATION TO AMEND (AMENDMENT NO. 1) THE GUARANTEED ENERGY PERFORMANCE CONTRACT (GEPC) MASTER AGREEMENT WITH AMERESCO, INC., FOR GEPC PART 2 SERVICES AT BOOKER T. WASHINGTON SENIOR HIGH SCHOOL, PROJECT NO. 02111400

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Introduction:

On April 29, 2020, the Board commissioned AMERESCO, Inc. (AMERESCO), as an Energy Services Company (ESCO) to provide GEPC services and assigned AMERESCO the GEPC project at Booker T. Washington Senior High School as an amendment to its GEPC Agreement, per School Board Policy 6330, *“Procedures for the Selection of Guaranteed Energy Performance Contract (GEPC) Services Firms”*, updated August 14, 2019 (Selection Procedures).

In accordance with the Selection Procedures, AMERESCO negotiated for the GEPC project at Booker T. Washington Senior High School, Project No. 02111400. Negotiations with AMERESCO were successfully concluded, and AMERESCO has agreed to provide the required GEPC PART 2 services.

School Profile:

Booker T. Washington Senior High School is located at 1200 N.W. 6 Avenue, Miami, Florida 33136 on approximate 17 acres of land and is part of the Central Region. The campus is comprised of 14 permanent buildings and covered walkways with a total of 292,256 GSF. The school site also includes a service drive and yard, and on-site parking.

GEPC Scope:

The GEPC scope includes upgrading Booker T. Washington Senior High School’s infrastructure utilizing energy, water, and operation & maintenance costs avoidance. Based on the Investment Grade Energy Audit (IGEA) analysis prepared by AMERESCO and accepted by M-DCPS on April 7, 2022, which includes design, construction, maintenance, and Measurement & Verification (M&V) of the accepted Energy

Conservations Measures (ECM) for up to twelve years, the ECM scope for this project includes, but is not limited to the following:

- ECM 1 - Interior LED lighting upgrades
- ECM 2 - Exterior LED lighting Upgrades
- ECM 3 - Domestic Water Conservation
- ECM 4 - Building Management Systems
- ECM 5 - Building Envelope Improvements
- ECM 6 - VAV Air Handling Unit Replacement
- ECM 7 - Air Handling Unit Refurbishment
- ECM 9 - SZ CV to SZ VAV Conversion & Air Handling Unit Replacement
- ECM 10 - Demand Control Ventilation & Bipolar Ionization
- ECM 11 - Ventilation Exhaust Fan Replacement
- ECM 12 - Chiller Plant Equipment Replacement - West Plant
- ECM 13 - Chiller Plant Equipment Replacement - East Plant

The GEPC project must be programmed, designed, phased, coordinated, and constructed to maximize safety and minimize disruption to the existing, occupied campus.

All work shall be in accordance with the requirements in the GEPC Agreement, ESCo Special Conditions-1, State Requirements for Educational Facilities (SREF), the Florida Building Code (FBC), National Fire Protection Association, Florida Fire Prevention Code (life safety), barrier-free design guidelines, Florida Statutes, and District Standards and Policies.

GEPC (PART 2) Services:

AMERESCO is required to be fully responsible for design, construction, training, 12 years of maintenance along with Measurement & Verification (M&V) of ECM(s), and include an energy-cost savings guarantee. The ESCo team must consist, at minimum, of an Architect, Engineers, M-DCPS pre-qualified Construction Contractors, and M&V professionals.

Office of Economic Opportunity (OEO) Review:

This GEPC project includes mandatory Small Business Enterprise (SBE) and/or Micro Business Enterprise (MBE) and Minority/Women Business Enterprise (M/WBE) Sub-consultant and Sub-contracting goals, and a Local Workforce Utilization Goal determined by the M-DCPS Goal Setting Committee, as follows:

| Category | | S/MBE | M/WBE |
|---------------------|--|--------|-------|
| Design Phase: | Sub-consultant Goal | 7.59% | 2.41% |
| Construction Phase: | Sub-contractor Goal | 10.21% | 4.79% |
| | Local Workforce Utilization: <u>20%</u> County-wide Radius | | |

M-DCPS' OEO staff established the SBE/MBE and M/WBE certification status of the prime firm and each sub-consultant and sub-contractor, and verified the existence of a Memorandum of Understanding outlining roles and responsibilities, as follows:

| LIST OF M-DCPS OEO CERTIFICATIONS FOR SUB-CONSULTANTS | | | | | |
|---|------------------------|--|---------------------------|--|-----------------------------|
| PRIME FIRM: AMERESCO is not M-DCPS certified as a SBE/MBE or a M/WBE firm. | | | | | |
| SUB-CONSULTANTS FIRM NAME | ROLE OR RESPONSIBILITY | M/WBE CERTIFICATION CATEGORY & EXPIRATION DATE | M/WBE GOAL (%) COMMITMENT | SBE/MBE CERTIFICATION CATEGORY & EXPIRATION DATE | SBE/MBE GOAL (%) COMMITMENT |
| Song + Associates, Inc. | Architecture | Asian-American 10-11-2024 | 5.41% | - | - |
| TLC Engineering Solutions, Inc. | Mechanical Engineer | - | - | - | - |
| Fraga Engineers, LLC | Electrical Engineer | Hispanic-American 9-8-2025 | - | SBE Tier 2 9-8-2025 | - |
| DDA Engineers, P.A. | Structural Engineer | Hispanic-American 4-8-2024 | - | - | - |
| Kimley-Horn and Associates | Civil Engineer | - | - | - | - |
| Asset Builders, LLC, d/b/a Messam Construction | Construction | African-American 6-8-2025 | - | SBE Tier 2 6-8-2025 | 10.59% |
| TOTAL SUB-CONSULTANTS PARTICIPATION | | M/WBE Mandatory Goal <u>2.41%</u> | 5.41% | SBE/MBE Mandatory Goal <u>7.59%</u> | 10.59% |

Note:

AMERESCO has exceeded the sub-consultant's participation goals for M/WBE and SBE/MBE.

| LIST OF M-DCPS OEO CERTIFICATIONS FOR SUB-CONTRACTORS | | | | | |
|---|--------------------------------|--|---------------------------|--|-----------------------------|
| SUB-CONTRACTOR FIRM NAME | ROLE OR RESPONSIBILITY | M/WBE CERTIFICATION CATEGORY (Expiration Date) | M/WBE GOAL (%) COMMITMENT | SBE/MBE CERTIFICATION CATEGORY (Expiration Date) | SBE/MBE GOAL (%) COMMITMENT |
| Asset Builders, LLC, d/b/a Messam Construction | General Contractor | African-American 6-8-2025 | 6.00% | SBE Tier 2 6-8-2025 | - |
| Thermo Air, Inc. | Mechanical Contractor | - | - | SBE Tier 1 3-29-2025 | 15.00% |
| Kerney & Associates, Inc. | Mechanical Contractor | - | - | - | - |
| Trane US Inc. | Building Automation Contractor | - | - | - | - |
| Pedal Valves, Inc. | Plumbing Contractor | - | - | - | - |
| L&S Enterprises, LLC | Electrical Contractor | - | - | - | - |
| i-Star Energy Solutions | Building Envelope Contractors | - | - | - | - |
| TOTAL SUB-CONTRACTORS PARTICIPATION | | M/WBE Mandatory Goal <u>4.79%</u> | 6.00% | SBE/MBE Mandatory Goal <u>10.21%</u> | 15.00% |

Note:
AMERESCO has exceeded the sub-contractor's participation goals for M/WBE and SBE/MBE.

Project Schedule:

AMERESCO has agreed to the following schedule:

- Board Commissioning Amendment 1 February 15, 2023
- Phase II/III - 100% Design submittal April 15, 2023

Note: Construction Commencement is predicated on Phase IV - BCC approval no later than May 15, 2023 (expedited BCC review)

- Phase V - Construction Commencement Date..... June 15, 2023
- Phase V (A) - Construction to Substantial Completion..... August 2024
- Phase V (B) - Final Completion/Closeout..... September 2024
- Phase VI - Warranty September 2026
- Phase VII - Full Maintenance Services and M&V for 12 years September 2036

Total GEPC Outlay: \$13,310,894

- (a) Design & Construction and IGEA analysis is \$9,580,842 (one year duration); and
- (b) Maintenance and M&V is \$3,730,052 (12 years duration).

Terms & Conditions:

The GEPC cost includes the IGEA analysis, design, construction, training, full maintenance services, M&V of ECM(s), and the guarantee of the energy-cost savings for a period of 12 years. AMERESCO has agreed to a total GEPC outlay of \$13,310,894.

District has agreed to the following GEPC Cash Flow Analysis:

| ECMs Cost * | Maintenance Cost ** | M&V Cost ** | IGEA * | Total Outlay | Total Savings | Cumulative Cash Flow |
|-------------|---------------------|-------------|----------|--------------|---------------|----------------------|
| \$9,486,124 | \$3,151,130 | \$578,922 | \$94,718 | \$13,310,894 | \$13,655,418 | \$344,523 |

* Design & Construction phase

** 12-year period after Design & Construction Phase

The Cumulative Cash flow is \$344,523 at the end of 12 years.

The total ECMs cost for design & construction is \$9,486,124. The District will buy selective equipment for a total of \$1,338,487 via Owner-Direct Purchase (ODP) that will be deducted from the \$9,486,124 (ECMs cost); therefore, the total amount to be paid to Ameresco for the ECMs during the Design & Construction phase, is reduced to \$8,147,637 plus \$94,718 for the IGEA report, for a total ESCo fee of \$8,242,355.

| GEPC (PART 2) - DESIGN & CONSTRUCTION PHASE DESCRIPTION | % OF FEE | FEE |
|--|-----------------|------------|
| IGEA Report, 100% (completed/accepted by M-DCPS) | 1.15% | \$ 94,787 |
| Phase II/III – Construction Documents, 100% (completed/accepted by M-DCPS and approved by BCC) | 5.88% | \$ 484,650 |
| Phase IV - Permitting | - | - |

| | | |
|---|-------------|--------------------|
| Phase V (A) - Construction of ECM 1 through ECM 7 | 67.47% | \$ 5,561,117 |
| Phase V (A) - Start up and Commissioning | 10.00% | \$ 824,236 |
| Phase V (A) – Substantial Completion | 5.00% | \$ 412,118 |
| Phase V (B) – Punch List | 5.50% | \$ 453,329 |
| Phase V (B) - Final Completion/Closeout | 5.00% | \$ 412,118 |
| TOTAL ESCo FEE: | 100% | \$8,242,355 |

AMERESCO has agreed to a total fee for full Maintenance, M&V, and training services for a total combined value of \$3,730,052 for a 12-year period after the construction phase. The District will make annual payment for Maintenance Services in advance of each contract year.

| CONTRACT YEAR | GEPC & FULL SERVICE MAINTENANCE * | M&V | TRAINING SERVICES |
|-----------------------|--|------------------|--------------------------|
| 1 | \$224,649 | \$56,537 | \$0 |
| 2 | \$230,921 | \$48,292 | - |
| 3 | \$237,369 | \$49,499 | - |
| 4 | \$243,998 | \$50,737 | - |
| 5 | \$250,815 | \$52,005 | - |
| 6 | \$257,823 | \$42,644 | - |
| 7 | \$265,028 | \$43,710 | - |
| 8 | \$272,436 | \$44,803 | - |
| 9 | \$280,053 | \$45,923 | - |
| 10 | \$287,885 | \$47,071 | - |
| 11 | \$295,937 | \$48,248 | - |
| 12 | \$304,216 | \$49,453 | \$0 |
| TOTAL ESCo FEE | \$3,151,130 | \$578,922 | \$0 |

* GEPC Maintenance and Full Service Maintenance is required on the chiller plants and on all associated equipment, and all Energy Management System components reused and new.

AMERESCO has agreed to a total energy, operations, and cost avoidance over the term of the GEPC contract as follows.

| GUARANTEED ENERGY COST SAVINGS AND ENERGY REBATES & TAX REDUCTION | | | | | | |
|---|--------------------|---------------------|-------------------|------------------------|------------|---------------------|
| YEAR | ENERGY SAVINGS * | OPERATIONAL SAVINGS | 179D ** & REBATES | CAPITAL COST AVOIDANCE | | TOTAL SAVINGS |
| | | | \$71,000 | | | \$71,000 |
| 1 | \$617,809 | \$142,688 | | \$910,381 | \$237,333 | \$997,830 |
| 2 | \$636,344 | \$146,255 | | ECM 4 BMS | \$237,333 | \$1,019,931 |
| 3 | \$655,434 | \$149,912 | | \$44,562 | \$237,333 | \$1,042,678 |
| 4 | \$675,097 | \$153,659 | | ECM 5 Building | \$237,333 | \$1,066,089 |
| 5 | \$695,350 | \$157,501 | | Envelope | \$237,333 | \$1,090,183 |
| 6 | \$716,210 | \$161,438 | | \$123,135 | \$237,333 | \$1,114,981 |
| 7 | \$737,697 | \$165,474 | | ECM 6&9 AHUs | \$237,332 | \$1,140,503 |
| 8 | \$759,828 | \$169,611 | | \$370,529 | \$237,332 | \$1,166,771 |
| 9 | \$782,622 | \$173,851 | | ECM 11 EFs | \$237,332 | \$1,193,806 |
| 10 | \$806,101 | \$178,198 | | \$1,399,383 | \$237,332 | \$1,221,631 |
| 11 | \$830,284 | \$182,653 | | ECM 12 &13 Chiller | \$237,332 | \$1,250,269 |
| 12 | \$855,192 | \$187,219 | | Plants | \$237,332 | \$1,279,744 |
| TOTAL | \$8,767,968 | \$1,968,460 | \$71,000 | \$2,847,990 | *** | \$13,655,418 |

* Electrical and water saving.

** Rebate associated credits.

*** Total Value for the First Year Letter of Credit.

Other Terms & Conditions:

- The ESCo has agreed to the terms and conditions of the Master Agreement, Amendment No. 1, and the subsequent addendums to Amendment No. 1; and will commence PART 2 services upon Board commission. The ESCo has agreed to accept this Board commission as their Notice of Award for the referenced GEPC project.
- The Performance & Guarantee Bond, Payment Bond and Certificate of Insurance shall be issued within 20 calendar days after Board commission. The Letter of Credit shall be issued before the acceptance of the “Certificate of Occupancy and/or Completion” (FM-5463).
- The Letter of Credit shall be renewed annually in each of the 12 years representing the remaining years of the Guaranteed Energy Cost Savings. The Letter of Credit shall be in place prior to the start of each applicable year and issued by a financial institution approved by the District.
- ODP is contingent upon delivery of the required submittal information, signed and sealed by the ESCo’s Engineer of Record within 30 calendar days after Board Commission.
- Cost Avoidance must be structured to be sufficient to cover all annual payments. In no event the total installation and maintenance cost (Total Outlay) shall exceed the cost avoidance guarantee for the work under this amendment.

- The ESCo is committed to complete Phase V - Construction no later than September 30, 2024, and fully invoice and warranty the work no later than December 1, 2024.
- The ESCo shall maintain no less than a \$1,000,000 Professional Liability Insurance practice policy with a maximum deductible of \$50,000, Workers' Compensation/Employers' Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, all as specified in the Agreement.
- The ESCo is required to report monthly on SBE/MBE and M/WBE Utilization to OEO. All compliance reporting shall be submitted through the M-DCPS Online Diversity Compliance System; and
- This Amendment may be terminated by the Board by written notice when it is in the interest of the Board and the sole discretion of the Board; whereas, the ESCo may terminate the Amendment by written notice to the Board within thirty (30) calendar days after Notice of Non-Appropriation is delivered by the Board.

Project Funding:

| Fund | Commitment Item | Funds Center | Program | Function | Funded Program |
|--------|-----------------|--------------|----------|----------|----------------|
| 445000 | 568000 | 1779100 | 54411431 | 740000 | 02111400 |
| 372000 | 567000 | 1779100 | 15110000 | 740000 | 02111400 |
| 373000 | 568000 | 1779100 | 25470000 | 740000 | 02111400 |

Prior Commissions:

The Board has commissioned AMERESCO for the following service within the last three years:

- GUARANTEED Energy Performance Contract (GEPC) Services for PART 1 - GEPC Master Agreement
Date of Commission: 4/29/20

Principal Responsible to the Board:

The Principal designated to be directly responsible to the Board for AMERESCO, Inc., is Robert Georgeoff, Executive Vice President. The firm's local office is at 333 S.E. 2 Avenue, Miami, Florida 33131.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize an amendment (Amendment No. 1) to the Guaranteed Energy Performance Contract (GEPC) Master Agreement with AMERESCO, Inc., for GEPC PART 2 Services at Booker T. Washington Senior High School, Project No. 02111400, as follows:

- 1) A total Project Budget of \$14,533,822.96 for the design, construction, training, full maintenance services, Measure & Verifications of ECMs, and the guarantee of the energy savings up to 12 years; and
- 2) ECMs scope and all terms and conditions as set forth in the Master Agreement, Amendment No. 1, and the body of the agenda item.

NS:CV:cv