

AMENDMENT TO ENERGY AUDIT AGREEMENT DATED DECEMBER 13, 2019

THIS AMENDMENT TO ENERGY AUDIT AGREEMENT (the "Audit Agreement Amendment") is entered into as of the ____ day of April, 2025 (the "Effective Date") by and between the City of Reno, Nevada, whose principal offices are located at 1 East First Street, Reno, NV 89501 (the "Owner") and Ameresco, Inc., with an address of 2355 E. Camelback Road, Suite 410, Phoenix, Arizona 85016 ("Ameresco"). Ameresco and Owner are also referred to individually as "Party" and collectively as the "Parties".

Whereas, the original agreement may be amended, signed and authorized by both parties,

Whereas, the Owner desires that Ameresco perform an additional Energy Audit (as hereinafter defined) at facilities identified in Schedule A (the "Premises");

Whereas, Ameresco identified the facilities in Schedule A as important to consider for energy efficiency and financial savings;

Whereas, other terms not redefined in this Amendment remain the same and the original ENERGY AUDIT AGREEMENT dated December 13, 2019 is attached as Schedule B,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Ameresco agree as follows.

(a) Energy Audit Price. Owner shall compensate Ameresco for the Energy Audit by paying Ameresco a fee of \$100,00.00 ("Energy Audit Price").

AMERESCO, INC.

CITY OF RENO, NV

By: _____
Name: Ron Haxton
Title: Vice President

By: _____
Name: Jackie Bryant
Title: City Manager

SCHEDULE A
FACILITIES LIST

CITY OF RENO, NV
AMENDMENT TO ENERGY SERVICES AGREEMENT

REV. 0 – 1/15/2025

STREETLIGHTING AUDIT SCOPE OF WORK

1. AUDIT SCOPE OF WORK

- (a) Kick-Off Meeting: AMERESCO and its selected subconsultants will attend the audit kickoff meeting where the audit and design work, deliverables, and schedule will be reviewed. This meeting will be virtual and held using Microsoft Teams or a similar software.
- (b) Progress Meetings: AMERESCO will hold monthly progress meetings where the audit and design work, deliverables, and schedule will be reviewed. This meeting will be virtual and held using Microsoft Teams or a similar software.
- (c) Terms of Northern Nevada Energy Ownership Transfer: AMERESCO will assist the City of Reno (CITY) with determining the terms of ownership transfer, including metering requirements, location of the demarcation between the CITY and Northern Nevada Energy (NVE), estimated value of the infrastructure, and a listing of known or observed deficiencies within the streetlighting system.

Deliverable: Proposed terms and conditions for the transfer of ownership between the utility and the CITY.

- (d) Streetlighting Audit: AMERESCO will complete a comprehensive audit of the streetlighting luminaires and poles identifying the locations and characteristics of the streetlight assets based on the geospatial data and compile all streetlight inventory data in electronic format.

The audit will verify the number of streetlight fixtures, establish the roadway type associated with the streetlight, provide a unique number for each fixture to allow for tracking. Existing attributes from the CITY's streetlighting GIS database (shape file) will be maintained and the new data will be added to the existing database.

Deliverable: Develop a fixture-by-fixture GIS database that is a useful and working project document to correlate existing pole and luminaire location and characteristics for use during the implementation of a streetlighting LED upgrade project.

(e) Streetlighting Engineering Study:

- (1) Lighting Design: Based on the CITY's existing lighting design criteria, AMERESCO will develop a lighting design strategy that standardizes luminaire selection based on the design criteria. This strategy will incorporate the existing characteristics: roadway classification, roadway physical characteristics, pole configuration, pole spacing, luminaire mounting height, and other attributes. The design strategy will be used in the photometric analysis to confirm luminaire selections.
- (2) Photometric Analysis: AMERESCO will utilize streetlight audit and the existing physical attributes of the streetlighting installations to provide a luminaire selection based on key criteria for both typical applications (local, collector, major street classifications and intersections).

AMERESCO and its subconsultant will prepare a photometric analysis including the manufacturer's data regarding lumen output and distribution types and compare the results to IES RP8-21 for each application. The photometric analysis will also indicate potential light trespass onto adjacent property. The CITY will select a luminaire for each application, and this selection may not meet the requirements of IES RP8-21 in all characteristics. With this selection, each luminaire location will be assigned to a specific luminaire selection, and this will become the basis of the construction project pricing.

Deliverable: Twelve (12) photometric analyses will be prepared for review with the CITY.

Deliverable: Selection of a limited number of options for streetlighting luminaires (not to exceed four (4) manufacturers).

- (f) Energy Analysis: Upon completion of the streetlighting audit, AMERESCO will review the full inventory of the luminaires and wattages to determine the future energy usage associated with the new luminaires. Based on the current Northern NVE energy rates, the Year 1 (after conversion to LED) energy savings will be determined. The baseline energy usage will be established from the billing accounts associated with the existing streetlights.

Deliverable: Estimated energy savings for the LED upgrade project.

- (g) Pole Replacement Definition: The existing CITY Streetlight Pole standards will be used for the pole replacements. AMERESCO and the CITY will use the existing GIS data and the audit information to determine the quantity and location of any proposed streetlight pole replacements. This selection will use the limited condition assessment documented from the audit, and any data from the CITY, to determine the final quantity of streetlight poles that will be replaced as a part of the project. The CITY will review the

poles (visually) to determine if additional work is required (e.g., anchor bolt replacement, etc.) that may impact the construction cost. The intent is to only replace the pole and mast arm.

Deliverable: Summary of each pole replacements documenting location, pole type, height, additional work, and other notes for use in determining the final pricing.

- (h) Power Wiring Assessment: AMERESCO will survey a statistically representative sample of the wiring that can be observed within the pole (at the handhole) or streetlighting junction box to determine its condition. This survey will result

Deliverable: Results of the power wiring assessment for evaluation and consideration by the CITY.

- (i) Lighting Control Options: AMERESCO will provide up to three (3) streetlighting control options for inclusion within the overall project pricing. These control options will allow operational control of the streetlighting, including on/off functions, status and power loss alarms,

Deliverable: Summary of features and pricing for the proposed streetlighting control options, including their ability to integrate into any Smart City components.

- (j) Maintenance & Operation Estimate: AMERESCO will provide an estimate of the annual operating and maintenance costs for the streetlighting system.

Deliverable: Estimate of annual operations and maintenance costs, including any 3rd Party costs for streetlighting monitoring systems.

- (k) Estimate of Implementation Costs: Based on the information developed above and decisions made by the CITY, AMERESCO will provide a pricing summary for the construction of the project. This pricing will provide a breakdown between luminaire and control node costs, installation costs, streetlighting pole replacement costs, soft costs, contingency, and other aspects. This pricing would be based Prevailing Wage Rates and the as-found project conditions and assumptions.

Deliverable: Estimated Project Implementation Pricing based on the streetlighting equipment selected by the CITY.

2. ASSUMPTIONS & CLARIFICATIONS

The following assumptions are included in the pricing and this Scope of Work:

- Ameresco understands that the proposed audit work will uncover some unknown aspects within the streetlight infrastructure that will need to be addressed and that our approach will be flexible to the needs of the CITY. However, in order to be cost-

- effective in the audit process, it is difficult to anticipate these infrastructure needs, and our pricing does not reflect any unknown conditions or assessments.
- Lighting included in the audit will be roadway lighting that is owned by Northern Nevada Energy (Northern NVE), the City of Reno, Nevada DOT (within City limits), and accessible private roadways.
 - All lighting that is not specifically included above (e.g., inaccessible Private Developments, commercial establishments, parking lot lighting, park or trail lighting, pedestrian walkway lighting, etc.), is excluded from this scope.
 - Additional photometric analysis in excess of the analysis described within the audit section of this scope of work will be Additional Services and costs.
 - Analysis for the implementation of a private cellular network, including all hardware, software, programming, pole modifications, wiring, etc., is not included and any additional studies for a cellular network will require Additional Services and costs to this amendment.
 - Identification of streetlight pole condition is a visual survey, and no specific testing or sounding of the poles to determine their integrity is included, nor is testing or evaluation of the streetlight pole foundations.
 - Identification of the power wiring condition will be visual, and no specific testing (tension tests, insulation breakdown (megger), etc.) are included in this audit.
 - A Pilot Project to allow assessment of new lighting types or manufacturers, or comparison between manufacturers is not included in this audit.
 - Pricing for any Smart City components, other than the control nodes and internal control options within the streetlight luminaires, is not included.

ENERGY AUDIT AGREEMENT

THIS ENERGY AUDIT AGREEMENT (the "Audit Agreement") is entered into as of the 13th day of December, 2019 (the "Effective Date") by and between the City of Reno, Nevada, whose principal offices are located at 1 East First Street, Reno, NV 89501 (the "Owner") and Ameresco, Inc., with an address of 2375 E. Camelback Road, Suite 400, Phoenix, Arizona 85016 ("Ameresco"). Ameresco and Owner are also referred to individually as "Party" and collectively as the "Parties".

Whereas, the Owner desires that Ameresco perform an Energy Audit (as hereinafter defined) at its facilities identified in Schedule A (the "Premises");

Whereas, performance of the Energy Audit constitutes the first phase ("Phase 1") of an energy conservation project (the "Project").

Whereas, if Ameresco is directed by the Owner to proceed with the implementation of the recommendations following the Energy Audit, the second phase of the Project ("Phase 2") will consist of the design and installation of energy conservation measures described and recommended in the Energy Audit Report (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Ameresco agree as follows.

ARTICLE 1 PHASES OF PROJECT

1.1 Phase I -- Energy Audit.

(a) After execution of this Audit Agreement, Ameresco will conduct an Energy Audit at the Premises. As used in this Audit Agreement, "Energy Audit" means a process including (i) the collection of data related to Owner's use and operation of the Premises, observations of the Premises, determination of base year energy consumption, financial analysis of the cost and benefit of energy and water conservation measures and renewable energy projects that are recommended to be installed at the Premises, and (ii) the preparation of a detailed Energy Audit Report, which analyzes current energy consumption at the Premises, recommendations for energy efficient equipment upgrades, energy conservation measures and a detailed analysis of implementation costs, anticipated energy savings resulting from such improvements and assumptions upon which the projected savings are based. The Energy Audit Report is intended to provide the Owner with the information necessary for the evaluation of the costs and benefits of proceeding with the second phase of the Project.

(b) Should Ameresco determine, in its sole discretion, at any time before the completion of the Energy Audit Report that the anticipated energy and water conservation savings cannot be achieved at the Premises in compliance with the financial criteria mandated by federal or state laws pertaining to energy conservation programs, Ameresco will provide written notice to Owner and cease all further Energy Audit activities, in which case Owner will not be charged for any Energy Audit activities performed by Ameresco.

1.2 Energy Audit Price.

(a) Owner shall compensate Ameresco for the Energy Audit by paying Ameresco a fee of \$29,800.00 ("Energy Audit Price").

(b) In the event Owner instructs Ameresco to prepare a detailed analysis of water and/or waste water treatment facilities, co-generation projects, street lighting, park and sports lighting,

manufacturing or production analyses, or renewable energy projects, which require pre-design activities in order to determine the implementation costs for such improvements ("Special Energy Audit"), or if the Owner adds additional facilities to the scope of the Energy Audit ("Additional Work"), the Owner shall compensate Ameresco for the Special Energy Audit or Additional Work at a mutually agreed upon price, which will be reflected as an increase to the Energy Audit Price.

The Energy Audit Price shall be fully-earned, due and payable to Ameresco no later than forty-five days after the date Ameresco submits the Energy Audit Report to Owner, unless the Parties proceed to Phase 2, as described in section 1.3 below.

1.3 Phase 2 – Implementation.

(a) If the Owner decides to proceed with the design and implementation of the energy and water conservation measures described in the Energy Audit Report or identified as part of the Special Energy Audit, the Parties shall execute a mutually-acceptable energy services agreement (the "ESA"). If the Parties enter into an ESA which includes the scope of work in the Energy Audit Report, Ameresco will not bill Owner for the Energy Audit Price, but will include such Energy Audit Price in the cost of the work to be performed under the ESA.

(b) In the event Owner decides not to proceed with the implementation of the energy conservation measures or Owner has not executed an ESA with Ameresco within sixty (60) days after receiving the Energy Audit Report, Owner shall pay Ameresco the Energy Audit Price within thirty (30) calendar days from receipt of a proper invoice..

(c) Owner acknowledges that the price for the Project is based on the market cost as of the date of the Energy Audit Report, for steel, copper and similar raw materials incorporated into equipment and material used for the Project. Price increases for such equipment and materials after the Audit Report was issued may either result in a project price increase or a corresponding decrease in the project size.

1.4 Other Terms and Conditions.

(a) Ameresco's receipt of an executed copy of this Audit Agreement shall serve as notification to Ameresco to proceed with the Energy Audit. Ameresco will thereafter promptly initiate the Energy Audit.

(b) Ameresco does not assume responsibility to Owner for the anticipated energy savings projected in the Energy Audit Report if Owner selects another firm for the design and implementation of the energy conservation measures or chooses to implement the energy conservation with its own forces.

(c) Owner hereby agrees to provide timely and complete access to all necessary property and energy consumption cost records for the three years preceding the commencement of Ameresco's services.

1.5 Miscellaneous Terms and Conditions.

(a) This Audit Agreement is hereby executed as of the Effective Date, written above.


(b) The signatories hereto represent that they have been duly authorized to enter into to this Audit Agreement on behalf of the Party for whom they sign.

(c) The laws of the State of Nevada shall govern the interpretation and enforcement of the terms and conditions stated herein.

(d) This Audit Agreement may not be amended unless in writing signed by authorized representatives of both Parties.

(e) Neither Party may assign this Audit Agreement to another party without the prior written consent of the non-assigning Party, which will not be unreasonably withheld, delayed or conditioned. No un-consented-to assignment will be legally binding upon the non-assigning Party.

AMERESCO, INC.

By: 
Name: Robert Georgeoff
Title: Vice President

CITY OF RENO, NV

By: 
Name: Sabra Newby
Title: City Manager

SCHEDULE A
FACILITIES LIST

City Hall	1 E. First Street
City Owned Park Lighting	City Wide
City Owned Irrigation Systems	City Wide
New Public Safety Center*	955 Kuenzli Street

** The scope of work for the New Public Safety Center is limited reviewing the renovation plans for the building and making recommendations to the designs to improve energy efficiency and minimize the life cycle costs of operating the facility.*