

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND
ADVANCED ROOFING, INC. FOR SOLAR ENERGY SERVICES**

This First Amendment to the Agreement ("First Amendment") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Advanced Roofing, Inc., a Florida corporation ("ARI" or "Contractor") (collectively referred to as the "Parties").

RECITALS:

A. On December 22, 2021, the County and ARI entered into a Contract for the construction, installation, operation, and maintenance of three (3) solar energy systems at three (3) County facilities with a contract term of twenty (20) years and not-to-exceed amount of Two Million Three Hundred Sixty-Seven Thousand One Hundred Seventy-Nine and Seven Hundredths Dollars (\$2,367,179.07) ("Contract"), of which One Million Five Hundred Ninety-Five Thousand Five Hundred Twenty-One Dollars (\$1,595,521) is payable over twenty (20) years and expected to be offset by energy cost savings over the twenty (20) year life of the projects.

B. The County has determined that installation of a solar energy system at one of the sites specified in the Contract, T.Y. Park, is not feasible and instead wishes to install a solar energy system at Reverend Samuel Delevoe Memorial Park ("Delevoe Park").

C. The County and ARI wish to amend the Contract to provide for the installation of a solar energy system at Delevoe Park instead of T.Y. Park, and to increase the not-to-exceed amount of the contract to reflect additional costs associated with the installation of a solar energy system at Delevoe Park.

D. The Parties have agreed to revise Schedules A.1, A.2, A.4, A.5, and A.7 to reflect the removal of the installation of a solar energy system at T.Y. Park from the Contract and the addition of the installation of a solar energy system at Delevoe Park to the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Contract as follows:

1. Recitals. Each Party represents that the Recitals stated above are true and correct and are incorporated herein by reference.

2. Recital H of the Contract is hereby amended (words stricken through are deletions from existing text and words underlined are additions to existing text) as follows:

H. The Parties wish to enter into this Contract for an additional three (3) solar energy system projects at Broward County facilities at an additional not-to-exceed amount of ~~Two Million Three Hundred Sixty-Seven Thousand One Hundred Seventy-Nine and Seven Hundredths Dollars (\$2,367,179.07)~~ Two Million Five Hundred Eighty-Nine Thousand Seven Hundred Thirty-Eight and Six Hundredths Dollars (\$2,589,738.06) of which

~~One Million Five Hundred Ninety Five Thousand Five Hundred Twenty One Dollars (\$1,595,521)~~ One Million Six Hundred Three Thousand Seventy-Nine and Ninety-Nine Hundredths Dollars (\$1,603,079.99) is payable over twenty (20) years and expected to be offset by energy cost savings over the twenty (20) year life of the projects. This Contract is entered into in reliance upon the continuation of the Director of Purchasing's approval of piggyback agreements under State of Florida Contract DMS ITN No. 08-09-029 described above.

3. Schedule A.1. Schedule A.1 titled "Facility Information Form" is deleted in its entirety and replaced with the following revised "Facility Information Form" that reflects the removal of the T.Y. Park installation and the addition of the Delevoe Park installation:

**Schedule A.1
Facility Information Form**

Facility Name	Address	Description	Owner of Facility	Owner of System	Contract Administrator
Broward County New Parks Administration Building	4701 NW 33rd Ave Oakland Park, FL 33309	Office Building	Broward County 115 S. Andrews Ave., Ft. Lauderdale, FL 33301	ARI BROWARD SOLAR 1 LLC	Jennifer Jurado 954-519-1464 jjurado@broward.org
Broward County Property Appraiser	1809 NW 49th Street Fort Lauderdale, FL 33301	Office Building	Broward County 115 S. Andrews Ave., Ft. Lauderdale, FL 33301	ARI BROWARD SOLAR 1 LLC	Jennifer Jurado 954-519-1464 jjurado@broward.org
Broward County Delevoe Park	2520 NW 6th St, Fort Lauderdale, FL 33311	Engineered Solar Structure	Broward County 115 S. Andrews Ave., Ft. Lauderdale, FL 33301	ARI BROWARD SOLAR 1 LLC	Jennifer Jurado 954-519-1464 jjurado@broward.org

4. Schedule A.2. Schedule A.2 titled "System Information" is deleted in its entirety and replaced with the following revised "System Information" that reflects the removal of the T.Y. Park installation and the addition of the Delevoe Park installation:

**Schedule A.2
System Information**

Facility Name	Module Manufacturer's DC Power Rating (STC) in Watts for Total System (the "Nameplate Capacity"):	Number of Modules:	DC Wattage (STC) per Module:	Inverter Capacity:	Peak Sun Hours (based on NREL data):
Broward County New Parks Administration Building	84,000 WATTS	175	395	2 INVERTERS @ 36,000 WATTS (69,000 WATTS)	5.67 DAILY

Facility Name	Module Manufacturer's DC Power Rating (STC) in Watts for Total System (the "Nameplate Capacity"):	Number of Modules:	DC Wattage (STC) per Module:	Inverter Capacity:	Peak Sun Hours (based on NREL data):
				TOTAL)	
Broward County Property Appraiser	105,860 WATTS	268	395	2 INVERTERS @ 30,000 WATTS (60,000 WATTS TOTAL)	5.67 DAILY
Broward County Delevoe Park	233,840 WATTS	592	395	3 INVERTERS @ 60,000 WATTS (180,000 WATTS TOTAL)	5.75 DAILY

All locations have the same specifications as listed below:

Module Manufacturer: HANWHA Q CELLS, **Inverter Manufacturer:** CHINT, **Data Monitoring System:** CHINT, **System Warranty:** 25 years and **Useful Life of the System:** 25 years.

5. Schedule A.4. The table titled, "Broward County TY Park Services and Fee Schedule" in Schedule A.4 is deleted in its entirety and replaced with the following revised "Broward County Delevoe Park Services and Fee Schedule" that reflects the removal of the T.Y. Park installation and the addition of the Delevoe Park installation:

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Year	Quarter	Service Start Date	Service End Date	Total Service Days	Utility Rate	Service Fee Quarterly	Service Fee Annual
1	4	10/1/2023	12/31/2023	92	0.085	\$8,228.83	
1	1	1/1/2024	3/31/2024	91	0.085	\$8,320.26	
1	2	4/1/2024	6/30/2024	91	0.085	\$8,411.69	
1	3	7/1/2024	9/30/2024	92	0.085	\$8,411.69	\$33,372.47
2	4	10/1/2024	12/31/2024	92	0.085	\$8,569.87	
2	1	1/1/2025	3/31/2025	91	0.085	\$8,569.87	
2	2	4/1/2025	6/30/2025	91	0.085	\$8,664.04	
2	3	7/1/2025	9/30/2025	92	0.085	\$8,664.04	\$34,467.82
3	4	10/1/2025	12/31/2025	92	0.085	\$8,729.97	
3	1	1/1/2026	3/31/2026	91	0.085	\$8,826.96	
3	2	4/1/2026	6/30/2026	91	0.085	\$8,923.96	
3	3	7/1/2026	9/30/2026	92	0.085	\$8,923.96	\$35,404.85
4	4	10/1/2026	12/31/2026	92	0.085	\$8,991.86	
4	1	1/1/2027	3/31/2027	91	0.085	\$9,091.77	
4	2	4/1/2027	6/30/2027	91	0.085	\$9,191.68	
4	3	7/1/2027	9/30/2027	92	0.085	\$9,191.68	\$36,466.99
5	4	10/1/2027	12/31/2027	92	0.085	\$9,261.62	
5	1	1/1/2028	3/31/2028	91	0.085	\$9,364.53	
5	2	4/1/2028	6/30/2028	91	0.085	\$9,467.43	
5	3	7/1/2028	9/30/2028	92	0.085	\$9,467.43	\$37,561.01
6	4	10/1/2028	12/31/2028	92	0.085	\$9,645.46	
6	1	1/1/2029	3/31/2029	91	0.085	\$9,645.46	
6	2	4/1/2029	6/30/2029	91	0.085	\$9,751.46	
6	3	7/1/2029	9/30/2029	92	0.085	\$9,751.46	\$38,793.84
7	4	10/1/2029	12/31/2029	92	0.085	\$9,825.65	
7	1	1/1/2030	3/31/2030	91	0.085	\$9,934.83	
7	2	4/1/2030	6/30/2030	91	0.085	\$10,044.00	
7	3	7/1/2030	9/30/2030	92	0.085	\$10,044.00	\$39,848.48
8	4	10/1/2030	12/31/2030	92	0.085	\$10,120.42	
8	1	1/1/2031	3/31/2031	91	0.085	\$10,232.87	
8	2	4/1/2031	6/30/2031	91	0.085	\$10,345.32	
8	3	7/1/2031	9/30/2031	92	0.085	\$10,345.32	\$41,043.93
9	4	10/1/2031	12/31/2031	92	0.085	\$10,424.04	
9	1	1/1/2032	3/31/2032	91	0.085	\$10,539.86	
9	2	4/1/2032	6/30/2032	91	0.085	\$10,655.68	
9	3	7/1/2032	9/30/2032	92	0.085	\$10,655.68	\$42,275.26
10	4	10/1/2032	12/31/2032	92	0.085	\$10,856.05	
10	1	1/1/2033	3/31/2033	91	0.085	\$10,856.05	

10	2	4/1/2033	6/30/2033	91	0.085	\$10,975.35	
10	3	7/1/2033	9/30/2033	92	0.085	\$10,975.35	\$43,662.80
11	4	10/1/2033	12/31/2033	92	0.085	\$11,058.86	
11	1	1/1/2034	3/31/2034	91	0.085	\$11,181.74	
11	2	4/1/2034	6/30/2034	91	0.085	\$11,304.61	
11	3	7/1/2034	9/30/2034	92	0.085	\$11,304.61	\$44,849.82
12	4	10/1/2034	12/31/2034	92	0.085	\$11,390.62	
12	1	1/1/2035	3/31/2035	91	0.085	\$11,517.19	
12	2	4/1/2035	6/30/2035	91	0.085	\$11,643.75	
12	3	7/1/2035	9/30/2035	92	0.085	\$11,643.75	\$46,195.31
13	4	10/1/2035	12/31/2035	92	0.085	\$11,732.34	
13	1	1/1/2036	3/31/2036	91	0.085	\$11,862.70	
13	2	4/1/2036	6/30/2036	91	0.085	\$11,993.06	
13	3	7/1/2036	9/30/2036	92	0.085	\$11,993.06	\$47,581.16
14	4	10/1/2036	12/31/2036	92	0.085	\$12,218.58	
14	1	1/1/2037	3/31/2037	91	0.085	\$12,218.50	
14	2	4/1/2037	6/30/2037	91	0.085	\$12,352.85	
14	3	7/1/2037	9/30/2037	92	0.085	\$12,352.85	\$49,142.78
15	4	10/1/2037	12/31/2037	92	0.085	\$12,446.84	
15	1	1/1/2038	3/31/2038	91	0.085	\$12,585.14	
15	2	4/1/2038	6/30/2038	91	0.085	\$12,723.44	
15	3	7/1/2038	9/30/2038	92	0.085	\$12,723.44	\$50,478.86
16	4	10/1/2038	12/31/2038	92	0.085	\$12,820.25	
16	1	1/1/2039	3/31/2039	91	0.085	\$12,962.70	
16	2	4/1/2039	6/30/2039	91	0.085	\$13,105.14	
16	3	7/1/2039	9/30/2039	92	0.085	\$13,105.14	\$51,993.23
17	4	10/1/2039	12/31/2039	92	0.085	\$13,204.86	
17	1	1/1/2040	3/31/2040	91	0.085	\$13,351.58	
17	2	4/1/2040	6/30/2040	91	0.085	\$13,498.30	
17	3	7/1/2040	9/30/2040	92	0.085	\$13,498.30	\$53,553.04
18	4	10/1/2040	12/31/2040	92	0.085	\$13,752.12	
18	1	1/1/2041	3/31/2041	91	0.085	\$13,752.12	
18	2	4/1/2041	6/30/2041	91	0.085	\$13,903.25	
18	3	7/1/2041	9/30/2041	92	0.085	\$13,903.25	\$55,310.74
19	4	10/1/2041	12/31/2041	92	0.085	\$14,009.03	
19	1	1/1/2042	3/31/2042	91	0.085	\$14,164.69	
19	2	4/1/2042	6/30/2042	91	0.085	\$14,320.34	
19	3	7/1/2042	9/30/2042	92	0.085	\$14,320.34	\$56,814.40
20	4	10/1/2042	12/31/2042	92	0.085	\$14,429.30	
20	1	1/1/2043	3/31/2043	91	0.085	\$14,589.63	
20	2	4/1/2043	6/30/2043	91	0.085	\$14,749.95	

20	3	7/1/2043	9/30/2043	92	0.085	\$14,749.95	\$58,518.83
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6. Schedule A.5. Schedule A.5 is deleted in its entirety and replaced with the following revised Broward County Solar Energy Services Interactive Pricing Matrix that reflects the removal of the T.Y. Park installation and the addition of the Delevoe Park installation:

**Schedule A.5
Broward County Solar Energy Services Interactive Pricing Matrix**

Site Name	Address	kW/DC	kWh/YR	Not-to-Exceed Buydown	Net Cost	\$/kWh	1st Year Payment
NEW PARKS ADMIN	4701 NW 33RD AVE OAKLAND PARK, FL 33309	84.00	141,036.0	\$ 38,031.15	\$ 104,297.23	0.0850	\$11,988.06
BROWARD COUNTY PROPERTY APPRAISERS	1809 NW 49th STREET FORT LAUDERDALE FL	105.86	175,266.0	\$ 55,784.24	\$ 131,053.23	0.0850	\$14,897.61
Reverend Samuel Delevoe Memorial Park	2520 NW 6th ST FORT LAUDERDALE, FL	233.84	392,617.4	\$ 892,842.67	\$ 282,021.33	0.0850	\$33,372.48
TOTAL		423.70	708,919.4	\$986,658.06	\$517,371.79	0.0850	\$60,258.15

7. Schedule A.7. The table titled, "Broward County TY Park Services Performance Guarantee" in Schedule A.7 is deleted in its entirety and replaced with the following revised Broward County Delevoe Park Services Performance Fee Guarantee that reflects the removal of the T.Y. Park installation and the addition of the Delevoe Park installation:

**Schedule A.7
Broward County Delevoe Park Services Performance Fee Guarantee**

Year	Nameplate Capacity (KW)	Actual Capacity (KW)	Credit (if any)
1	233.84		
2			
3			
4			

Year	Nameplate Capacity (KW)	Actual Capacity (KW)	Credit (if any)
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total			

8. Except as expressly provided herein, all other provisions of the Contract remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Advanced Roofing, Inc., a Florida corporation, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____

Mayor

_____ day of _____, 20__

Approved as to form by
Andrew J Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Kristin M. Carter (Date)
Assistant County Attorney

By: _____
Maite Azcoitia (Date)
Deputy County Attorney

ADVANCED ROOFING, INC.

WITNESSES:

Signature

Print Name of Witness above

Signature

Print Name of Witness above

By: _____
Authorized Signor

Print Name and Title

_____ day of _____, 20__

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)