

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ENERGY OUTREACH COLORADO** with an address of 225 E. 16th Ave., Suite 200, Denver, CO 80203 (the “Contractor”), collectively “the Parties”.

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated December 4, 2012, (the “Agreement”); and

WHEREAS, the City and the Contractor wish to amend the Agreement so as to add funds, extend the term, and revise the unit costs for billing;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Exhibit A is hereby deleted in entirety and replaced with **Exhibit A-1 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to Exhibit A-1.

2. **Exhibit B-1 Budget**, attached and incorporated by reference herein, is hereby added to the Agreement. All references in the original Agreement to Exhibit B are changed to **Exhibits B and B-1**.

3. Section 3 of the Agreement, entitled “**TERM**” is hereby deleted in entirety and replaced with:

“**TERM**: The Agreement will commence on January 01, 2013 and will expire on December, 31, 2014 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.”

4. Subsection A of section 4 of the Agreement, entitled “**Budget**” is hereby deleted in entirety and replaced with:

“A. **Budget**: For the period commencing on January 1, 2013 through December 31, 2013, the City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00)** (the “Maximum Contract Amount”) in accordance

with the budget set forth in **Exhibit B**. For the period commencing on January 1, 2014 through December 31, 2014, the City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00)** (the “Maximum Contract Amount”) in accordance with the budget set forth in **Exhibit B-1**.

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____


By _____

By _____



Contract Control Number: HRCRS-201208044-01

Contractor Name: ENERGY OUTREACH COLORADO

By: 

Name: Skip Arnold
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



SCOPE OF WORK
ENERGY OUTREACH COLORADO
RESIDENTIAL ENERGY EFFICIENCY SERVICES

1.0 Scope

1.1 Services: Energy Outreach Colorado (the Contractor) shall provide energy efficiency services, weatherization upgrades, and resident education for residential units in the City and County Denver. Specific services include:

1.1.1 Outreach:

1.1.1.1 EOC will use its existing Multi-family Weatherization (MFW) solicitation and application process to identify qualifying multi-family projects in Denver. Through a combination of outreach events, workshops, Housing Colorado Conferences, direct mail, published announcements in cooperating agency newsletters and through DOSP, and direct marketing by local professional energy auditors, EOC will identify properties to meet the goals of this funding.

1.1.2 Program Screening and Enrollment:

1.1.2.1 All multi-family grant recipients are required to use EOC's online, web-based application to submit for MFW funding. This format ensures a competitive, uniform application process and a fair comparison between projects during the selection process. The online application is password protected and has the most current online security safeguards. Multi-family grant applications must pass a series of checklists prior to final selection and notification. EOC staff will ensure eligibility and work with a volunteer grant selection committee comprised of building science professionals unrelated to any of the applicants. The committee will evaluate each application and compare the project against the following criteria: 1) client eligibility including client priorities is already in accordance with this RFP and from other funders; and 2) property eligibility which evaluates acceptable property type and occupancy status. If an application passes all of the criteria, the grant selection committee will review the initial energy audit reports with calculated energy savings and Savings to Investment Ratio (SIR) for each recommended weatherization measure. Since federal funds are limited to 200% of Federal Poverty Level (FPL) or below, units that have residents with incomes of 200 - 300% FPL could be served with these Denver funds.

All participants will meet an income standard of 300% FPL or lower.

1.1.3 Energy Audit:

1.1.3.1 EOC will work with certified energy auditor to assess the site for energy savings and energy related health and safety problems. Currently EOC works with *Group 14 Engineering*, a woman-owned engineering firm. Energy auditors will also evaluate the following: combustion efficiency and safety, air leakage, thermal performance, electrical safety and base-load testing, and indoor air quality and moisture inspection. Energy Modeling is then completed to ensure that the payback periods for measures average approximately 5-10 years. Measures that have a longer payback require an owner contribution to complete them. The final energy audit report will be submitted to EOC for processing and implementation. EOC will consult with the applicant with the final energy audit report with recommended weatherization measures.

1.1.3.2 Assessments may be conducted at any time. A full energy audit will be conducted only if there is a confirmed source for which the participant is qualified to implement at least one major upgrade need identified in the audit, either through the Contractor or through a partner organization.

1.1.4 Referrals:

1.1.4.1 Referrals are sent to the Program Manager and organizations are asked to complete the online application. If a program does not meet the eligibility criteria then they are referred to other organizations that do energy efficiency work.

1.1.4.2 If a program participant is in need of additional services related to energy efficiency or health and safety work not provided by the Contractor and the Contractor is aware of other organizations in the community who provide those services, the Contractor will make an effort to refer participants to those other organizations.

1.1.5 Minor Upgrades:

1.1.5.1 EOC contracts with Mile High Youth Corps to install low-cost measures into each of the units that we serve in the program. Measures such as energy efficiency lighting and efficient faucet aerators and showerheads can have large impact on the energy bills of the clients served. They also educate residents of affordable multi-family building about other low-cost ways of saving energy including turning down thermostats, using passive solar techniques and using appliances.

1.1.6 Major Upgrades:

1.1.6.1 . For larger projects, EOC will focus funding on projects that make significant impacts on energy savings, at the same time

being considerate of the applicant's need to keep the property clean and attractive for clients. EOC will assure that weatherization measures are installed in accordance with the manufacturer's directions. EOC staff will make routine site visits during installation to confirm vendor compliance. EOC will work with the applicant to meet the bidding requirements for installing energy efficiency measures. Product bid solicitations and procurement will include language describing the manner in which the product will be used and language stating that products offered in the bid response shall be appropriate for that use. All prices will include the cost of labor, materials, clean-up, and removal of any old materials and proper recycling of appliances containing refrigerants. EOC will ensure that E-Verify must be used for all subcontractors. The bid specifications, complete lighting and mechanical inventory of existing equipment, and the recommendations in the executive summary of the audit serve as the scope of work for the bidding contractor. RFPs are published for each project and mandatory bidder's meetings are set to avoid any confusion about existing site conditions. An extensive submittal list is required to properly evaluate each bid and each bid is individually scored based on price, design, and submittal requirements. EOC project managers, the senior energy engineer, and the awarded engineering firm review all submittals and correspond with contractors about any questions regarding their retrofit strategy. Once the project enters into contract, EOC staff, the selected contractor, and the design engineers meet regularly during the construction phase to ensure total compliance with design intent and consult on unforeseen site conditions.

Priority will be given to measures that achieve a 5-10 year payback.

1.1.7 Education:

1.1.7.1 All applicants who are applying for MFW are encouraged to develop an energy efficiency education plan that is most appropriate for their clients and specific to the weatherization measures that are installed. Effective client education resulting in energy consumption behavior change can increase the energy savings of the installed weatherization measures. EOC will require each recipient to create an Energy Team to develop a plan that will address occupant behavior, understand and track their utility bills, incorporate energy saving protocols into their building maintenance and share their stories with other multifamily building organizations; components which will help to ensure that energy savings targets are being met. Through recent program experience we have learned that the challenge is to affect behavior permanently. Information and education are key elements

to change knowledge into action. EOC will tackle the issue of providing long-lasting organizational behavior change by conducting a facility maintenance trainings for Denver multifamily recipients that property managers and facility managers of these building will be required to attend. In addition, some MFW recipients may benefit from retro-commissioning. Retro-commissioning involves recording existing operating conditions and monitoring real time energy consumption with data loggers, then changing those existing conditions and control strategies to achieve additional energy savings without equipment replacement. This can be helpful to ensure that recently installed new equipment has been programmed to operate as efficiently as possible. The installation of data logging devices to measure energy consumption during the retro-commissioning process and provide immediate feedback can help multifamily buildings cut energy consumption by as much as 15-20% with little to no capital improvement cost.

1.1.8 Quality Assurance:

1.1.8.1 EOC follows a strict set of procedures and regulations for all projects. Project Managers will use the following diagnostic equipment as part of the site inspection and testing for the final inspection process: Infrared Camera; Combustion Analyzer; Gas Leak Detectors; Manometer; Light Meter; Electronic Air Balancing Flow Hood; Data Loggers; Digital Camera; Basic Hand Tools; OSHA regulated safety gear. All other equipment will be provided by the vendors or subcontractors that perform work.

1.1.8.2 EOC has a series of quality assurance checks throughout the process. All projects must have a site visit before the property can be considered for audit, trained energy auditors evaluate the property, all contracts and documents between EOC, subcontractors and property owners have been reviewed by EOC's legal counsel and all parties, EOC staff inspect all final installations and finally local code inspectors, in most cases, check for proper installation.

1.1.8.3 Quality assurance checks will be competed throughout the process and any issues will be corrected immediately, and if necessary, changes will be made to the weatherization process to prevent future issues and concerns.

1.1.9 Follow Up:

1.1.9.1 EOC staff will take an active role during project implementation with ongoing site visits. In addition, EOC staff will be responsible

for final inspections at every multi-family site. Final inspections will compare the completed project to the energy audit to ensure that all required procedures were performed. The final inspection will also verify the accuracy of the audit including measures that may have been omitted. Health and safety requirements will also be reviewed at this time. EOC will sign off on all projects after they have passed final inspection.

1.2 Projected measurable outcomes include:

Activity	Contract Goal
Total Households Served	450
Total Households Served: Outreach	450
Total Households Served: Education	450
Total Households Served: Audits	450
Total Households Served: Minor Upgrades	200
Total Households Served: Major Upgrades	250
Total Energy Savings: KWh	300,000
Total Energy Savings: Therms	60,000
Total Annual Household Dollar Savings	\$100,000
Total Funds Leveraged	\$200,000

2.0 Programmatic and Performance Requirements

2.1 Data Collection and Reporting

2.1.1 Contractor shall provide the Denver Department of Environmental Health a standard approved Excel spreadsheet with relevant building, upgrade and audit information for all DOSP funded accounts, as directed by City staff, including but not limited to the following: Address, Square footage of home, building type, heating fuel type, actual upgrades completed (if applicable), date upgrade was completed, contractor who completed upgrade, water heating type (if water heating upgrade completed), and smoke detector and CO detector data. Contractor shall also collect the PUC approved customer data release form from every DOSP funded client and provide legible, scanned copies of the form to the City on a quarterly basis.

- 2.1.2 Contractor will submit a complete standard approved spreadsheet and all PUC customer data release forms to the Department of Environmental Health on a quarterly basis for upload.
- 2.1.3 The Contractor shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. The Contractor shall be responsible for supplying and maintaining all required equipment and software.
- 2.1.4 The Contractor will submit a Monthly Activities Report form to accompany each invoice. The Contractor will also submit a full report detailing progress toward project outcomes on a quarterly basis to DOSP.
- 2.1.5 The Contractor's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

3.0 Administrative Requirements

3.1 Compensation and Methods of Payment

- 3.1.1 The method of payment to the Contractor by DOSP shall be in accordance with City and County of Denver Fiscal Rule 8.3, *Procedures for Accounts Payable*. The Contractor must submit expenses and accruals to DOSP on or before the 20th day of each month for the previous month's activities.
- 3.1.2 The Contractor shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.
- 3.1.3 All changes to the budget must be submitted in writing by completing the budget modification request form and sent via email to the DOSP contract administrator and it must be approved by the Project Manager. No budget adjustments will be approved between 0 and 30 days of the contract end date.
- 3.1.4 The Contractor shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.
- 3.1.5 The Contractor shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

3.2 Communication

- 3.2.1 Contractors using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by the Denver Office of Strategic Partnerships (DOSP) shall acknowledge DOSP as a source of

funding and include the following statement in all relevant communication material: "The funding source for this activity is the Denver Office of Strategic Partnerships."

3.3 Close-Out

3.3.1 DOSP reserves the right to automatically closeout the contract after sixty (60) days if there are no disallowed costs pending. Once the contract closeout is complete, no further reimbursements will be allowed.

Program Budget and Cost Allocation Plan Summary

Contractor Name:

Energy Outreach Colorado

Program Year:

2014

Project :

2014 Multi-family Energy Efficiency Program

Contract Dates:

1/1/14 to 12/31/14

Budget Category	Agency Total (All Funding Sources)	Project Costs		Other City & County of Denver Funding		Total Federal Funding		Other Non-Federal Funding		Agency Total	
		Total	%	Total	%	Total	%	Amount	%	Amount	%
Personnel: Name and Job Title											
<i>Jennifer Gremmert, Deputy Director</i>	\$130,000.00	2,600	2.00%		0.00%	6,500	5.00%	120,900	93%	130,000	100%
<i>Luke Ilderton, Director Energy Efficiency</i>	\$95,000.00	5,000	5.26%		0.00%	40,000	42.11%	50,000	53%	95,000	100%
<i>David Mickey, Project Manager</i>	\$60,000.00	8,000	13.33%		0.00%	5,000	8.33%	47,000	78%	60,000	100%
<i>Rose Reed, Director of Administrative Services</i>	\$77,000.00	3,850	5.00%		0.00%	19,250	25.00%	53,900	70%	77,000	100%
Total Salary:	362,000	19,450	5.37%	-	0.00%	70,750	19.54%	271,800	75%	362,000	100%
Fringes	\$90,000.00	4,800	5.33%		0.00%	17,687	19.65%	67,513	75%	90,000	100%
Salary and Fringe Total:	452,000	24,250	5.37%	-	0.00%	88,437	19.57%	339,313	75%	452,000	100%
Non-Personnel:	Total	Amount	%	Amount	%	Amount		Amount	%	Amount	%
<i>Office Expenses, Supplies, postage, printing</i>	\$250,000.00	750	0.30%		0.00%	10,750	4.30%	238,500	95%	250,000	100%
<i>Communication</i>	\$125,000.00	600	0.48%		0.00%	4,000	3.20%	120,400	96%	125,000	100%
<i>Insurance</i>	\$40,000.00	500	1.25%		0.00%	20,000	50.00%	19,500	49%	40,000	100%
<i>Travel - Staff(mileage, meals, bldg parking)</i>	\$115,000.00	500	0.43%		0.00%	44,000	38.26%	70,500	61%	115,000	100%
<i>Equipment rental and leases</i>	\$48,000.00	2,000	4.17%		0.00%	12,500	26.04%	33,500	70%	48,000	100%
<i>Facilities</i>	\$94,000.00	3,750	3.99%		0.00%	27,960	29.74%	62,290	66%	94,000	100%
<i>Professional Services - (Payroll, work comp, HR serv</i>	\$10,000.00	600	6.00%		0.00%	2,500	25.00%	6,900	69%	10,000	100%
<i>Professional Services - (Specify; ie., Legal)</i>	\$20,000.00		0.00%		0.00%		0.00%	20,000	100%	20,000	100%
<i>Professional Services - (Specify; ie., Accountant)</i>	\$38,000.00	-	0.00%		0.00%	10,000	26.32%	28,000	74%	38,000	100%
<i>Subcontractor (energy conservation materials and la</i>	\$6,500,000.00	287,050	4.42%		0.00%	500,000	7.69%	5,712,950	88%	6,500,000	100%
<i>Subcontractor (audits, evaluation, modeling, educatio</i>	\$400,000.00	5,000	1.25%		0.00%	10,000	2.50%	385,000	96%	400,000	100%
Total Non-Personnel	7,640,000	300,750	3.94%	-	0.00%	641,710	8.40%	6,697,540	88%	7,640,000	100%
Total Project Cost	8,092,000	325,000	4.02%	-	0.00%	730,147	9.02%	7,036,853	87%	8,092,000	100%
Non-Project:	Total				%						
<i>Personnel Costs:</i>	836,175		0.00%	0		250,000	0.2989805	586,175	70%	836,175	100%
<i>Non-Personnel Costs:</i>	700,000		0.00%	0		100,000	0.1428571	600,000	86%	700,000	100%
<i>Other (Specify): other grant payments</i>	7,125,000		0.00%	0		0		7,125,000	1	7,125,000	100%
Total Non-Project Cost	8,661,175	-	0.00%	-	0.00%	350,000	4.04%	8,311,175	95.96%	8,661,175	100.00%
Grand Total	16,753,175	325,000	2%	-	0.00%	1,080,147	6.45%	15,348,028	92%	16,753,175	100%

**Budget Narrative
 Energy Outreach Colorado
 Denver Residential Energy Efficiency Services
 2014**

A. Personnel

Jennifer Gremmert, Deputy Director \$130,000 x 2% = \$2,600
 Conducts outreach on project, manages all contracts and budgets for the program, works to ensure leveraged funding with other EOC Programs

Luke Ilderton, Director of Energy Efficiency Programs \$95,000 x 5.26% = \$5,000
 Provides technical expertise on all efficiency projects, oversees audit process, modeling and assessment of all efficiency measures.

Dave Mickey, Project Manager \$60,000 x 13.33%=\$8,000
 Oversees the day to day operations for multi-family efficiency projects

Rose Reed, Director of Administration \$77,000 x 5% = \$3,850
 Oversees all accounting functions, invoicing, payroll, and human resources.

Total Personnel costs = \$19,450

B. Fringe Benefits

Fringe benefits supported by this contract include but are not limited to:

- Payroll Taxes, including FICA, state and local taxes, and employer contribution Social Security Insurance and Unemployment Insurance
- Medical benefits, including health insurance, vision insurance, dental insurance, short and long term disability and life insurance; vary depending on plan employee selects
- Employer contribution of 8% of employees' salaries to their 401K Plan.

Jennifer Gremmert

Payroll taxes	9.5% x \$2,600 =\$247	
Medical benefits	2.58% x \$2,600 = \$66	
401 K Plan	8% x \$2,600 =\$208	Total=\$521

Luke Ilderton

Payroll taxes	9.5% x \$5,000=\$475	
Medical benefits	5.25% x \$5,000=\$262	
401 K Plan	8% x \$5,000=\$400	Total=\$1,137

Dave Mickey

Payroll taxes	9.5% x \$8,000=\$760
Medical benefits	8.21% x \$8,000=\$658

401 K Plan	8% x \$8,000=\$640	Total=\$2,058
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Rose Reed

Payroll taxes	9.5% x \$3,850=\$366	
Medical benefits	10.66% x \$3,850=\$410	
401 K Plan	8% x \$3,850=\$308	Total=\$1,084

Total Fringe Costs = \$4,800

EOC uses an allocation model for all expenses based on EOC staff time spent on various programs. For this 2014 Denver budget we took into consideration all expenses and estimated costs along with some historical perspective.

C. Office Expenses Includes supplies, printing and postage
 $\$62.25 \times 12 \text{ months} = \750

Total Office Expenses Cost = \$750

D. Communication: Telephone Expense – includes allocated office phones and internet
 $\$50 \times 12 \text{ months} = \600

Total Communications Cost: \$600

E. Insurance: EOC Insurance costs .
 $\$41.66 \times 12 = \500

Total Insurance Cost = \$500

F. Travel Staff

Includes mileage [\$0.55 per mile] to travel to project sites, appropriate meals and any onsite parking expenses
 $\$41.66 \times 12 \text{ months} = \500

Total Travel Costs = \$500

H. Equipment Rental and Maintenance: Includes copier, postage machine leases and contracted IT services and replacements for all computers and servers.
 $\$166.66 \times 12 = \$2,000$

Total Equipment Costs: 2,000

I. Facility - EOC Office space is calculated based on the percent of time that EOC staff spends on various programs.
 $\$312.50 \times 12 \text{ months} = \$3,750$

Total Facility costs - \$3,750

L. Professional Services

Payroll services $\$50 \times 12 \text{ months} = \600

Total Professional Services = \$600

M. Subcontractor

EOC will contract with various subcontractors for installation of Energy Efficiency Measures – The actual costs will depend on project, but will include the labor and materials. EOC projects are selected through a competitive selection process.

The anticipated expenses charged to this budget are calculated as follows:

Projects - $450 \text{ units} \times \$637.88/\text{unit} = \$287,050$

Since we don't know exactly which projects will be selected for 2014 the above figures are estimates. Denver funds are leveraged with other funding from Xcel Energy and other private funders. Once a project is selected and goes through an energy audit or assessment, we then collect bids to determine which energy efficiency measures are the most cost effective. The number of measures and the cost of those measures vary greatly from project to project. Our goal is to leverage Denver's funds as much as we can maximize the number of projects served as well as the potential energy savings achieved. The retro commissioning projects will end costing less per unit while the major upgrades will be more so we do our best to estimate in this budget process.

EOC will contract with RFP-selected commercial auditors to provide energy audits, recommissioning, education and evaluation of projects. EOC is doing more of its own audits for multi-family due to the increased technical knowledge of the staff so we reduced this line item compared to last year. The anticipated expenses charged to this budget are calculated as follows:

$450 \text{ units (estimated)} = \$5,000$

Total Subcontractor Costs = \$292,050

N. Construction Costs: Included in subcontractor line item

O. Other Direct Expenses: Not applicable for this contract.

P. Indirect Costs: Not Applicable

Q. Match Amount = EOC anticipates leveraging a minimum of \$200,000 from Xcel Energy, CEO and other funders.

Total Amount Requested from DOSP for Multi-family: \$325,000