

## 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 EFFICIENCY, LLC**, a Colorado limited liability company, with a principal office mailing address at 303 East 17th Avenue, Suite 405, Denver, Colorado 80203 (the “Contractor”), individually a “Party” and jointly the “Parties.”

### RECITALS:

**WHEREAS**, the Parties entered into an Agreement executed on April 8, 2025, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, the Scope of Work, to the City’s satisfaction.

**WHEREAS**, the Parties wish to amend the Agreement to increase the maximum contract amount and extend the term.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement titled **TERM**, is hereby deleted in its entirety and replaced with:

“3. **TERM**: The Term of this Agreement (“Term”) shall commence on March 1, 2025, and expire, unless sooner terminated, on December 31, 2026. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

2. Subsection 4.4.1 of the Agreement titled **COMPENSATION AND PAYMENT: Maximum Contract Amount**, is hereby amended to read as follows:

#### “4.4 Maximum Contract Amount:

4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$998,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1**, or as directed by

Executive Director in writing, are performed at the Contractor's risk and without authorization under the Agreement."

3. Effective upon execution, all references to "**Exhibit A**" in the existing Agreement shall be amended to read "**Exhibit A and A-1**" as applicable. The Scope of Work marked as **Exhibit A-1** is attached hereto and incorporated herein by this reference.

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

5. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**EXHIBITS:**

Exhibit A-1: Scope of Work

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

HRCRS-202582036-01; HRCRS-202578545-01  
ENERGY OUTREACH COLORADO EFFICIENCY LLC

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:  
  
\_\_\_\_\_

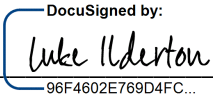
**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

By:  
  
\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HRCRS-202582036-01; HRCRS-202578545-01  
ENERGY OUTREACH COLORADO EFFICIENCY LLC

By:  \_\_\_\_\_  
96F4602E769D4FC...

Name: Luke Ilderton  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## Exhibit A-1

# VENDOR – ENERGY OUTREACH COLORADO EFFICIENCY LLC - RESIDENTIAL (MULTIFAMILY) ENERGY EFFICIENCY PROGRAM

## SCOPE OF WORK

### OVERVIEW

Vendor Information	
Organization Name:	ENERGY OUTREACH COLORADO EFFICIENCY LLC
Contact Person:	Brooke Pike
Physical Address:	303 E 17 <sup>th</sup> Ave Denver 80203
Phone:	303-226-5060
Email:	BPike@energyoutreach.org

**Contract Term:** 3/1/25-12/31/26

**Current Request Amount:** \$499,000

**Previous Total Amount:** \$499,000.00

**New Total if Executed:** \$998,000

**Project/Program/Work Narrative:**

Energy Outreach Colorado's (EOC) Multifamily Energy Efficiency Program (MF) provides energy efficiency services, beneficial electrification and education for income qualified multi-family residential units in the City and County of Denver. EOC provides a free energy efficiency assessment of each multifamily residential facility. Based on the assessment findings, EOC will determine if the building is a candidate for beneficial electrification and/or energy efficiency upgrades. Based on this determination, EOC will work with the appropriate contractors and engineers to acquire bids and manage the installation of new equipment at the multifamily residential facility. Organization staff and clients will also receive information about energy conservation practices and proper maintenance and operation of the new equipment to stabilize utility bills and help ensure the new equipment supported by HRCP operates through

## Exhibit A-1

its expected life.

Energy efficiency measures commonly provided through EOC:

- Lighting
- Boiler/HVAC
- Insulation
- Appliances (refrigerators)
- Air sealing
- Pipe insulation
- Low flow sink aerators and showerheads

Beneficial electrification measures commonly provided through EOC:

- Air source ducted and non-ducted heat pumps for space heating
- Heat pump water heaters
- Pre-installation engineering (MEP) design and equipment sizing support
- Post-installation engineering M&V support- proper equipment installation, utility bill analysis

### **Payment/Invoicing Schedule:**

Invoices should be submitted for payment no later the 15th of every month, for the prior month's billing.

Every invoice should provide adequate and detailed information about services/goods received (description of services/goods, quantity, rate, dates of services).

Invoices should be sent directly to the program/project manager overseeing the project.

Wherever and whenever possible, backup/supporting invoice documentation will be provided including but not limited to: sales invoices or receipt, query results, cash register tapes (to show totals), bank deposit slips, credit card settlement reports, payroll records, reports, spreadsheets; and/or email or memo explaining in detail the transaction.

**Council District Served** (See map: <https://www.denvergov.org/maps/map/councildistricts>):

OR

Check if Citywide ☒

### **Program Description:**

EOC's Multifamily Energy Efficiency Program was established in 2009 to support affordable housing residents by providing grant funding and project oversight to install new energy efficient equipment (ex: LED lighting, insulation, heat pumps, condensing HVAC equipment) in the buildings. EOC will use its existing affordable housing solicitation and application process to identify qualifying multifamily projects in Denver. Through a combination of outreach events,

## Exhibit A-1

workshops, direct mail, published announcements in cooperating agency newsletters and direct marketing by local professional energy auditors, EOC will identify properties to meet the goals of this funding.

*Program Screening and Enrollment:*

EOC staff evaluate each project application and compare the project against the following criteria: 1) client eligibility based on 66% of the units being 80% AMI; and 2) property eligibility which evaluates acceptable property type and occupancy status. If an application passes all of the criteria, EOC will move forward with an initial energy assessment of the building.

*Education:*

EOC works with all EOC recipients to develop an energy conservation education plan that is most appropriate for their clients and specific to what is funded by EOC. This is very important to ensure that all energy savings targets are met. The Behavior Education Program provides:

- Educational materials on understanding your utility bills
- Info on engaging building occupants to lower energy use
- Work summary that explains efficiency measures and connected conservation actions
- Stickers to remind occupants to save energy
- Presentation on saving energy & staff engagement

*Energy Assessment:*

An energy assessment consists of a walkthrough of the entire building(s); an assessment of existing insulation in walls, attics, ceiling cavities, crawlspaces and basements; an inspection of the existing heating source (i.e., furnace or boiler), water heater, and cooling source (if applicable); and an assessment of the existing lighting and appliances. Once an audit is completed, energy efficiency measures are identified and evaluated to determine which measures are the most cost effective and if electrification is beneficial.

*Determination of Upgrades:*

Based on the information from the energy assessment, EOC will work with subcontractors to determine costs for installing energy efficiency measures. Product bid solicitations 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 or lighting materials. Once the bids are complete, EOC will compare the cost to install the measures with the predicted energy savings provided by the energy audit to determine the most cost effective measures to be installed at each facility. When available, EOC will leverage funds from Xcel Energy and other funders before determining the level of the City of Denver investment.

In some cases, EOC asks owners of affordable housing to financially contribute to the project if there are measures that may be important but do not pass an adequate return on investment or payback for the project. EOC will comply with federal and state laws pertaining to health and safety risk abatement and will ensure that installation of measures will not be permitted until

## Exhibit A-1

identified health and safety risks are removed. EOC will focus funding on projects that make significant impacts on energy savings, at the same time being considerate of each affordable housing specific needs which may include electrification. EOC will ensure that efficiency measures are installed in accordance with the manufacturer's directions. EOC staff/subcontractors will make routine site visits during installation to confirm vendor compliance and ensure that the property remains clean and attractive for participants and will be responsible for final inspections at every site. Final inspections will compare the completed project to the energy assessment to ensure that all required measures were performed.

**Key Activities and Deliverables:**

<b>Category</b>	<b>2026</b>
Number of audits	800
Number of units served at or below 80% AMI	700
Dollars/Funds leveraged	\$700,000
Estimated kWh	750,000
Estimated Therms saved	40,000
Estimated btuh savings	6,558,149,000
Annual energy dollar savings	\$100,000
Dollars savings for nonenergy benefits (1.5*energy savings)	\$150,000
Number of households receiving education (units)	400

**Program Budget/Budget Narrative:**

<b>Subcontractors</b> - EOC will contract with various subcontractors for energy efficiency and BE equipment installation including materials and labor, engineering MEP & QAQC, evaluation, modeling, utility bill analysis	\$423,000
<b>Personnel Costs</b> – Includes salary and fringe	\$74,000
<b><u>Language Access Plan</u></b>	\$2,000
<b><u>Total:</u></b>	\$499,000

**MWBE Commitment:**

EOC's Goal Commitment to MWBE participation for this Agreement is 15% as stipulated in the Division of Small Opportunity's ("DSBO") Commitment to MWBE Participation Form submitted by EOC.

**Reporting:**



Exhibit A-1

- EOC shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. EOC shall be responsible for supplying and maintaining all required equipment and software.
- EOC will submit a Monthly Activities Report form to accompany each invoice.
- EOC's end of year report shall be submitted to to Jessica Jorgensen by by February 1, 2027

**Contract Requirements – Agency for Human Rights & Community Partnerships**

- Organization staff may be required to meet with an Agency for Human Rights & Community Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.