

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 **SEVEN HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$766,360.00)** (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: HRCRS-202582030-01; HRCRS-202578464-01
Contractor Name: 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

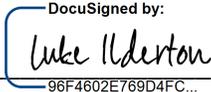
By:

By:

By:

Contract Control Number:
Contractor Name:

HRCRS-202582030-01; HRCRS-202578464-01
ENERGY OUTREACH COLORADO EFFICIENCY LLC

By:  _____
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Name: Luke Iderton
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

VENDOR – ENERGY OUTREACH COLORADO EFFICIENCY LLC - NONPROFIT 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 th Ave Denver 80203
Phone:	303-226-5060
Email:	BPike@energyoutreach.org

Contract Term: 3/1/25-12/31/2026

Current Request Amount: \$383,180

Previous Total Amount: \$383,180

New Total if Executed: \$766,360

Project/Program/Work Narrative:

Energy Outreach Colorado’s (EOC) Nonprofit Energy Efficiency Program (NEEP) provides energy efficiency services and education for nonprofit facilities in the City and County of Denver that serve Denver’s under resourced community members. During the 15 years that EOC has been operating this program, over \$20 million have been spent on efficiency upgrades at over 350 nonprofit facilities across Colorado. This reduction in energy costs is reallocated to the nonprofit’s operating budget to provide additional services to low-income community members. NEEP works on a variety of building types including homeless shelters, medical clinics, schools, community centers, nonprofit administrative offices and food banks. Buildings that are most significantly impacted by NEEP provide 24-hour services, such as safe houses and residential treatment centers.

Exhibit A-1

NEEP provides a free energy efficiency assessment of each nonprofit facility. Based on the assessment findings, NEEP will work with contractors to acquire bids and manage the installation of new energy efficient and electrification equipment at the nonprofit building. Organization staff and clients will also receive information about energy conservation practices that may further reduce the nonprofit's utility bill through changes in common behaviors.

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 Nonprofit Energy Efficiency Program (NEEP) was established in 2006 to support nonprofits serving under resourced community members. These nonprofits were finding it

Exhibit A-1

financially difficult to pay utility bills at a time when gas prices were relatively high. NEEP responded to this problem by providing grant funding and project oversight to install new energy efficient equipment (ex: LED lighting, insulation, condensing HVAC equipment) in the nonprofit buildings.

Program Screening and Enrollment:

All NEEP applicants complete an online application which collects pertinent information about the project. EOC staff or other subject matter experts review the applications in the first and third quarter of the year, to determine if projects meet the eligibility requirements as they are defined in this work and by other funding partners including Xcel Energy, and then prioritize the projects based on need, mission, timing, etc.

Criteria for Selection of NEEP Facilities:

- Must provide in-person direct services to income-qualified Coloradans (such as food assistance, health services, employment support, housing services, and family support)
- Must be a City and County of Denver 501(c)3 nonprofit in good standing with the State of Colorado
- They must own or have a long-term lease (3 years or more in a 5-year lease) on their building and plan to stay in their building for a substantial period of time to see savings.
- Must pay the natural gas and electric energy bills associated with their building space

Education:

EOC works with all NEEP recipients to support their energy education. 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 and electrification measures and connected conservation or equipment maintenance actions

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 conservation and/or electrification measures are identified and evaluated to determine which measures are the most cost effective and beneficial to the nonprofit.

Determination of Upgrades:

Based on the information from the energy audit, 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

Exhibit A-1

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 the nonprofit 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 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 nonprofit’s specific needs which may include electrification. EOC will assure 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 audit to ensure that all required measures were performed.

Key Activities and Deliverables:

Category	2026
Number of audits	10
Number of nonprofits served	10
Dollars/Funds leveraged	\$400,000
Estimated kWh	200,000
Estimated Therms saved	13,000
Estimated btuh savings	1,982,117,300
Annual energy dollar savings	\$40,000
Dollars savings for nonenergy benefits (1.5*energy savings)	\$60,000
Number of nonprofits receiving education	10

Exhibit A-1

Budget/Budget Narrative:

<u>Subcontractors</u> - 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	\$323,703
<u>Personnel Costs</u> – Includes salary and fringe	\$57,477
<u>Language Access Plan</u> - provided by Denver	\$2,000
<u>Total:</u>	\$383,180

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:

- 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 Jessica Jorgensen 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.