

GRANT/LOAN AMENDMENT

CEC-140 (6/10)

CALIFORNIA ENERGY COMMISSION


 Check here if additional pages are attached. 12 Pages

 AGREEMENT NUMBER:
CBG-09-180

 AMENDMENT NUMBER:
1

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

California Energy Commission

RECIPIENT'S NAME

City of South Lake Tahoe
 2. The term of this Agreement: From: 6/30/2010 To: 6/14/2012

 3. The maximum amount of this Agreement after this amendment is: **\$ 130,311.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amend the type of agreement from a direct equipment purchase to an energy efficiency project to allow for an additional lighting project that will install T-8 lamps and electronic ballasts to an additional city building. The total grant amount of \$130,311.00 has not changed.

All other terms and conditions shall remain the same.

5. Amendment Amount

Fund Title	Item	F.Y.	Chapter	Statute	Amendment Amount
					\$
					\$
					\$
OBJECT CODE	Total				\$ 0

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
RECIPIENT

RECIPIENT'S NAME (If other than an individual, state whether a corporation, partnership, etc)

City of South Lake Tahoe

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

ADDRESS

**1901 Airport Road
 South Lake Tahoe, CA 96150**
STATE OF CALIFORNIA

AGENCY NAME

California Energy Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

John P. Butler II, Manager, Contracts, Grants and Loans Office

ADDRESS

**1516 9th Street, MS-1
 Sacramento, CA 95814**

EXHIBIT A
SCOPE OF WORK

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EXHIBIT A
SCOPE OF WORK

Task 1 — Attend Kick-Off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Recipient shall attend a “kick-off” meeting with the Commission Project Manager and the Grants Officer. The Recipient will bring their Project Manager and other relevant staff. The administrative and technical aspects of the Terms and Conditions of this Agreement will be discussed at the meeting. Prior to the kick-off meeting, the Commission Project Manager will provide an agenda to all potential meeting participants.

Topics to be discussed at this meeting will include, but are not limited to:

- Terms and Conditions of the Agreement
- Permit Documentation
- Scope of Work
- Project Schedule (including Products and Due Dates)
- Progress Reports
- Final Report
- Use of State Identity Branding Mark Logo
- Prohibition on KEMA Inc. or its subsidiary known as KEMA Services Inc. from performing services as a subcontractor or other lower-tier contractor to achieve the objectives of this Agreement
- Historic Preservation and Consultation Package Requirements

The Commission Project Manager shall designate the date and location of this meeting. This meeting may occur in person, via teleconference call, or other method at the discretion of the Commission Project Manager.

Products:

- Agreement
- Project Schedule
- List of Permits, if applicable (no draft)

Due Date: July 28, 2010

Task 2 — Identify and Obtain Required Permits

The goal of this task is to identify and obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

At the time of the application, the Recipient has identified that no permits are required for the project.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Permits must be identified in writing and obtained before the Recipient can incur any costs related to the use of the permits for which the Recipient will request reimbursement.

The Recipient shall prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Project Manager at least 2 working days prior to the kick-off meeting:

1. If there are no permits required at the start of this Agreement, then state such in the letter.
2. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - Type(s) of permit(s)
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - Schedule the Recipient will follow in applying for and obtaining these permits

The list of permits and the schedule for obtaining them will be discussed at the kick-off meeting and a timetable for submitting the updated list, schedule and the copies of the permits will be developed. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the progress reports.

If during the course of the Agreement additional permits become necessary, the Recipient will provide the appropriate information on each permit and an updated schedule to the Commission Project Manager.

As permits are obtained, send a copy of each approved permit to the Commission Project Manager.

If during the course of the Agreement permits are not obtained on time or are denied, the Recipient will notify the Commission Project Manager within 5 working days.

Product: Letter documenting the Permits or stating that no Permits are required (no draft)

Due Date: July 23, 2010.

Product: Updated list of permits as they change during the approved term of the Agreement (no draft)

Due Date: As necessary, within 10 days of change

Product: A copy of each approved Permit (no draft)
Due Date: As necessary, within 10 days of receipt of each permit

Task 2a — Submission of Waste Management Plan

The goal of this task is to submit a Waste Management Plan to the Commission Project Manager prior to the proposed project activities generating any waste. This Waste Management Plan will describe the Recipient's plan to dispose of any sanitary or hazardous waste generated by the proposed project activities. Sanitary and hazardous waste includes, but is not limited to, construction and demolition debris, old light bulbs, fluorescent ballasts and lamps, piping, roofing material, discarded equipment, debris, and asbestos.

The Recipient's Waste Management Plan must comply with all federal, state, and local laws and regulations governing waste disposal.

Products: Waste Management Plan (no draft)

Due Date: August 15, 2010

Task 2b — Submit Prevailing Wage Rates and Weekly Certified Payrolls

Within 30 days or less after execution of any subcontract for services under this Agreement the Recipient must submit to the Commission Project Manager a copy of applicable wage determinations for any and all labor and mechanic work to be performed under the subcontract.

The Recipient must also submit to the Energy Commission on a weekly basis a copy of all certified payrolls prepared for all subcontractors and lower tier contractors. The terms and conditions of this Agreement provide the required specifications.

These requirements apply to all subcontracts for services to achieve the objectives of this Agreement, including subcontracts paid for entirely with cost share funds.

Products: Copies of Applicable Wage Determinations (no draft)

Due Date: Within 30 days or less after execution of any subcontract for services under this Agreement

Products: Weekly Certified Payrolls of All Lower Tier Contractors (no draft)

Due Date: Weekly for each week in which any Contract work is performed during the term of the Agreement

Task 2c — Historic Preservation

Prior to the expenditure of EECBG Program funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA). In order to fulfill the requirements of Section 106, the Energy Commission and the Recipient must consult with the California State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to ensure that proposed projects will have no adverse effects on any historic resources. The Energy Commission has executed a Programmatic Agreement with the SHPO to streamline the Section 106 consultation process. Under the Programmatic Agreement, the Energy Commission will evaluate projects to determine whether such projects are categorically excluded from the SHPO's direct review and consultation.

In order for the Energy Commission to determine whether a given project is categorically excluded from the SHPO's direct review and consultation, the applicant must prepare a Consultation Package for each project proposed under this grant, unless the project obtained SHPO clearance prior to grant approval. The Energy Commission will provide the required specifications for the Consultation Package.

Products: Consultation Package

Due Date: No later than 30 days after the **execution** of the grant or the identification of the project structure(s) or site(s) to be retrofitted under the grant, whichever is later.

Task 3 — Purchase Equipment

The goal of this task is to purchase the approved materials/equipment as listed in the grant agreement budget ~~, or identified in Attachment C-8 of this Agreement. All equipment must adhere to the requirements and specifications set forth in Exhibit 2 of the EECBG funding solicitation (PON-09-001).~~

The Recipient shall purchase the approved materials/equipment. A listing of the materials/equipment purchased shall be documented in the next monthly progress report(s) submitted under this Agreement.

~~NOTE: The list of materials and equipment identified in Attachment C-8 includes the total possible universe of materials and equipment that the Recipient may purchase with EECBG funds. The Recipient may not purchase any material or equipment that is not on this list. The Recipient may purchase more or less of a certain type of material or equipment than the exact number listed in Attachment C-8, provided that such modifications are made in accordance with the rules governing changes to the~~

~~Agreement in the terms and conditions of this Agreement. These restrictions do not apply to materials and equipment which are entirely paid for with cost share funds.~~

Products: ~~Purchase equipment~~None

Due Date: November 30, ~~2010~~2011

Task 4 — Install Equipment

The goal of this task is to install the purchased equipment in Task 3 above at the following locations:

- Exterior lighting location: Ski Run Boulevard walkway from Highway 50 to Pioneer Trail
- Retrofit City interior lighting located ~~primarily~~ at 1700 D Street, ~~and~~ 1901 Airport Road, and 1160 Rufus Blvd with Led lights, T8 lamps and electronic ballasts.
- Retrofit wall-switch light stoppers in city buildings located at City Police Station on 1352 Johnson Blvd, and City building located at 1052 Tata Lane and 1160 Rufus Blvd.

The Recipient shall install the approved equipment. A listing of the equipment installed shall be documented in the next monthly progress report submitted under this Agreement. As appropriate, photographs will be submitted to the Energy Commission Project Manager to verify that installation is complete. For very large projects, a sampling of photos may be used to document installation. Recipients shall work with the assigned Energy Commission Project Manager to ensure sufficient verification is provided.

Products: Photographs of Installed Equipment (no draft)

Due Date: ~~July~~ December 30, 2011

Task 5 — Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement.

The Recipient shall prepare progress reports which summarize all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Project Manager within 3 Calendar days after the end of the reporting period. The terms and conditions of this Agreement provide

the required specifications.

Products: Monthly Progress Reports (no draft)

Due Date: By the 3rd day of each month until submission of the final report.

Task 6 — Final Report

The goal of this task is to prepare a comprehensive written Final Report that describes the original purpose, approach, results and conclusions of the work done under this Agreement. The Commission Project Manager will review and approve the Final Report. The Final Report must be completed on or before the termination date of the Agreement. The terms and conditions of this Agreement provide the recommended specifications.

A Draft Final Report shall be submitted to the Commission Project Manager no later than the Draft Final Report Due Date. The terms and conditions of this Agreement provide the required specifications.

The Commission Project Manager will review the Draft Final Report. The Recipient will incorporate applicable comments and submit the Final Report (the original and two copies) to the Commission Project Manager for review and approval. Upon receipt of the Final Report, the Commission Project Manager shall ensure that all work has been satisfactorily completed.

The Final Report must be completed on or before the Final Report Due Date.

The Final Report shall be a public document.

Product: Draft Final Report

Due Date: ~~August 31, 2014~~ January 31, 2012

Product: Final Report

Due Date: ~~October 31, 2014~~ March 31, 2012

EXHIBIT B
BUDGET DETAILS AND PAYMENT PROVISIONS

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EXHIBIT B
Category Budget

Budget Category Item	EECBG Share (\$)	Original EECBG Share (\$)	Cost Share (\$)	Total Cost (\$)
Personnel:				
Unloaded Direct Labor	22,374	\$ 18,273	\$ -	\$ 22,374
Fringe Benefits	6,484	\$ 5,336	\$ -	\$ 6,484
Total Personal Services	28,858	\$ 23,609	\$ -	\$ 28,858
Operating Expenses:				
Travel			\$ -	\$ -
Equipment			\$ -	\$ -
Materials/Supplies	101,453	\$ 100,512	\$ -	\$ 101,453
Non-Labor Contract Expenses			\$ -	\$ -
Contract Labor			\$ -	\$ -
Miscellaneous			\$ -	\$ -
Total Operating Expenses	101,453	\$ 100,512	\$ -	\$ 101,453
Overhead:				
Overhead		\$ 6,190		\$ -
Total Overhead	-	\$ 6,190	\$ -	\$ -
Total	130,311	\$ 130,311	\$ -	\$ 130,311

**EXHIBIT B
BUDGET DETAILS**

Unloaded Direct Labor

Title / Job Classification	Maximum Rate to be Billed* (\$ / Hr)	Number of Hours	EECBG Share	Cost Share	Total Cost
Director of Redevelopment & Housing	\$ 52.88	31	\$ 1,587	\$ -	\$ 1,587
Director of Parks & Recreation (Manages Ski Run Lighting)	\$ 52.88	31	\$ 1,587	\$ -	\$ 1,587
Parks and Recreation Supervisor	\$ 36.10	80	\$ 2,888	\$ -	\$ 2,888
Parks and Recreation Coordinator, Technician	\$ 26.95	120	\$ 3,234	\$ -	\$ 3,234
Public Works Engineering Manager	\$ 37.50	80	\$ 3,000	\$ -	\$ 3,000
Public Work Inspector	\$ 27.40	20	\$ 548	\$ -	\$ 548
Facilities Manager	\$ 40.20	182	\$ 7,316	\$ -	\$ 7,316
Facilities Worker	\$ 27.70	80	\$ 2,214	\$ -	\$ 2,214
Total Unloaded Direct Labor			\$ 22,374	\$ -	\$ 22,374

* Maximum salary rates are caps: The Energy Commission will not reimburse at a higher rate over the term of the project.

Fringe Benefits

Title / Job Classification	Maximum % Rate to be Billed*	Base (typically Total Unloaded Hourly Rates)	EECBG Share	Cost Share	Total Cost
Director of Redevelopment & Housing, Director of Parks & Recreation (Manages Ski Run Lighting)	35%	\$ 3,174.00	\$ 1,110	\$ -	\$ 1,110
Parks and Recreation Supervisor, Parks and Recreation Coordinator, Technician, Public Works Engineering Manager, Public Works Engineering Manger, Public Work Inspector, Facilities Manager, Facilities Worker	28%	\$ 19,200	\$ 5,374	\$ -	\$ 5,374
Total Fringe Benefits			\$ 6,484	\$ -	\$ 6,484

* Maximum fringe benefit rates are caps: The Energy Commission will not reimburse at a higher rate over the term of the project.

Travel**

Location	Purpose	Number of Trips	People per Trip	EECBG Share*	Cost Share	Total Cost
None				\$ -	\$ -	\$ -
Total Travel				\$ -	\$ -	\$ -

* EECBG Share: Travel is reimbursed at State rates. Higher travel costs can count as Match Share.

** Trips not identified in the approved budget or listed as "to be determined (TBD)" require advanced written approval from Commission Project Manager.

Equipment

Item	Quantity	Unit Cost	EECBG Share	Cost Share	Total Cost
None					
Total Equipment			\$ -	\$ -	\$ -

**EXHIBIT B
BUDGET DETAILS**

Materials, Supplies

Item	Quantity	Unit Cost	EECBG Share	Cost Share	Total Cost
Installation materials and supplies, estimated at \$45 per lamp	88	\$ 50.00	\$ 4,400	\$ -	\$ 4,400
Installation materials and supplies, estimated at \$20 per fixture	60	\$ 20.00	\$ 1,200	\$ -	\$ 1,200
Equipment Rental: Sissor Lift, light installation (89/per day) 10 days	10	\$ 93.00	\$ 930	\$ -	\$ 930
T8 Lamps (685) and electronic ballasts (325)	685		21288		
56 Watt LED custom retrofit of Ski Run Blvd Walkway Fixtures <i>original cost was \$620 per unit</i>	88	\$ 420.00	\$ 36,960	\$ -	\$ 36,960
25 watt LED replacement lights <i>original cost was \$324.75 per unit</i>	111	\$ 300.00	\$ 33,300	\$ -	\$ 33,300
WattStopper WN-100 motion sensing wall switches	45	\$ 75.00	\$ 3,375	\$ -	\$ 3,375
Total Materials and Supplies			\$ 101,453	\$ -	\$ 80,165

Non-Labor Contract Expenses

Subcontractor Name	Purpose	EECBG Share	Cost Share	Total Cost
none		\$ -	\$ -	\$ -
Total Non-Labor Contract Expenses		\$ -	\$ -	\$ -

Miscellaneous

Item	Purpose	EECBG Share	Cost Share	Total Cost
None			\$ -	
Total Miscellaneous		\$ -	\$ -	\$ -

Overhead

Name of Overhead	Overhead Base*	Maximum % Rate to be Billed**	Base Cost	EECBG Share	Match Share	Total Cost
		0%	\$ -	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -	\$ -
		0%	\$ -	\$ -	\$ -	\$ -
Total Overhead				\$ -	\$ -	\$ -

* Base: Define cost categories used to charge Overhead rate, e.g., Total Labor, Total Direct Cost, Materials, Subcontracts, etc.

** Maximum Indirect Overhead rates are caps: Energy Commission will not reimburse at higher rates over the term of the project.

EXHIBIT 5 CONTRACT LABOR

Contract Labor

Subcontractor	Title / Job Classification	Estimated Number of Individuals Employed in Classification	Estimated Prevailing Wage Rate* as Determined by DOL or DIR	Maximum Rate to be Billed (\$ / Hr)	Number of Hours	EECBG Share	Cost Share	Total Cost
N/A	N/A	N/A	N/A	\$ -		\$ -	\$ -	\$ -
Total Contract Labor						\$ -	\$ -	\$ -

* Prevailing wage rates are comprised of unloaded hourly rates and qualifying fringe benefits. For more information on prevailing wage rates under Federal and California law see EECBG Application Exhibits 7 and 8 and Attachment K.