

GRANT/LOAN AMENDMENT

CEC-140 (Revised 6/11)

CALIFORNIA ENERGY COMMISSION


 Check here if additional pages are attached. 14 Pages

AGREEMENT NUMBER:

CBG-09-026

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

County of Mono

2. The term of this Agreement: From: 06/14/10 To: 6/1/20123. The maximum amount of this Agreement after this amendment is: \$ 49,350.00

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:

1. Amend the Scope of Work to delete premium motors with VFDs and voltage interconnections and add HVAC deck controls, hot water control valves on air handlers, and lighting retrofits.
2. Extend the end term date from 11/30/11 to 06/01/12.
3. Amend the budget to reallocate \$6027 from Non-Labor Contract Expenses to Contract Labor and reduce the budget by \$299.00.

All other terms and conditions shall remain the same.

5. Amendment Amount

Fund Title	Item	Fiscal Year	Chapter	Statute	Amendment Amount
FED	0890-3360-001-20	09/10	1	2009	\$ -299.00
					\$
					\$
OBJECT CODE	Total				\$- 299.00

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)

County of Mono

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

ADDRESS

P.O. Box 457
Bridgeport, CA 93517**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, Contract, 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 shall bring their Project Manager and other relevant staff. The administrative and technical aspects 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:

- HVAC Building Permit Retrofit, under County standing permit (no draft)

Due Date: ~~June 30~~July 14, 2010

Task 2 — Identify and Obtain Required Permits

The goal of this task is to 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.

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, then 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, 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: June ~~30~~28, 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: June ~~30~~28, 2010

Task 2b — Award Subcontract

The goal of this task is to approve a subcontract for the purchase and installation of materials/equipment and completion of other project activities, as applicable, identified in Tasks 3 to 10. A listing of the specific materials/equipment purchased and project activities undertaken pursuant to this subcontract shall be documented in the next monthly progress report submitted under this agreement.

NOTE: The requirement to submit copies of all executed subcontracts applies to all subcontracts for services to achieve the objectives of this Agreement, including subcontracts paid for entirely with cost share funds.

Products: Copy of Executed Subcontract (no draft)

Due Date: ~~July 31, 2010~~June 1, 2011

Task 2c — 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 2d — 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.~~

~~**Due Date:** February 23, 2010~~

Task 2e — Installation

The goal of this task is to install the materials/equipment purchased in Task 2b for Tasks 3 – ~~409~~ noted below.

All installation of purchased materials/equipment to be installed in Bridgeport, CA 93517, at Courthouse Annex I and II.

The Recipient shall ensure that the subcontractor will 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 should be submitted to the Energy Commission Project Manager to verify that installation has been completed. 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: ~~November 30, 2010~~ August 31, 2011

Task 3 — Remove existing (~~68~~) zone-thermostats, (~~68~~) zone actuators and temperature controls in Annexes 1 and 2

The goal of this task is to remove existing equipment and prepare the building for retrofit.

The Recipient shall:

- Remove (~~68~~) existing zone thermostats,
- Remove (~~68~~) zone actuators,
- Remove ~~(6)~~ temperature controls, and
- Perform other work necessary to retrofit the existing equipment.

Products: Task completion report (no draft)

Due Date: ~~Aug.~~ August 31, ~~2010~~ 2011

Task 4 — Remove linkage controls and install new controls in Annexes 1 and 2

The goal of this task is to prepare the system for new controls by removing existing equipment and installing new controls.

The Recipient shall:

- Remove existing linkage controls,
- Install new linkage controls, and
- Perform other necessary work associated with this task.

Products: Task completion report

Due Date: ~~Aug.~~August 31, ~~2010~~2011

Task 5 — Install new zone-thermostats with corresponding zone actuators in Annexes 1 and 2

The goal of this task is to install new thermostats to better control the building zones.

The Recipient shall:

- Install new thermostats,
- Install new zone actuators,
- Test communication protocols between thermostats and actuators, and
- Perform other work necessary to install and test new equipment.

Products: Task completion report

Due Date: ~~Aug.~~August 31, ~~2010~~2011

Task 6 — Install new mixed air temperature controls in Annex 1 ~~and 2~~

The goal of this task is to install the equipment necessary for efficient mixed air temperature controls.

The Recipient shall:

- Install new controls,
- Test new controls; and
- Perform other work necessary to install and test new control.

Products: Task completion report

Due Date: ~~Aug.~~August 31, ~~2010~~2011

Task 7 — Install indeck controls on Annex 1 premium efficiency motors and variable frequency drives (VFDs) in AHU (Air Handling Unit)-1 Supply and AHU-1 Return-2.

The goal of this task is to ~~capture additional energy efficiency by utilizing premium efficiency motors and variable frequency drives~~cycle heating equipment off during periods of no demand.

The Recipient shall:

- ~~Install premium efficiency motors~~new controls;
- Test new controls; and ~~VFDs, and,~~
- Perform other work necessary to install and test new ~~motors and VFDs~~controls.

Products: Task completion report

Due Date: ~~Sep. 30, 2010~~August 31, 2011

Task 8 — Install and calibrate high and low voltage interconnections~~Replace existing heating hot water coil valve with 3-way hot water control valves on Air Handler Units in Annexes 1 and Annex 2~~

The goal of this task is to ~~insure that high and low voltage interconnections are well calibrated and functioning correctly~~improve the hot water heating efficiency of the Air Handlers.

The Recipient shall:

- ~~Install low voltage interconnections~~new equipment;
- Test new equipment; and ~~test,~~
- ~~Install low voltage interconnections and test,~~
- ~~Calibrate both high and low voltage interconnections, and~~
- Perform other work necessary to install and ~~calibrate interconnection~~test new equipment.

Products: Task completion report

Due Date: ~~Sep. 30, 2010~~August 31, 2011

Task 9 — Convert T-12 4' 2-light fixtures to T-8 (13 total), change remaining incandescent bulbs to compact fluorescent (16 total), and convert Exit lights to LED (11 total) in Annex 1.

The Recipient shall:

- Remove old equipment; and,
- Install new equipment.

Products: Task completion report

Due Date: August 31, 2011

Task 10 — Test operation of all new components in Annexes 1 and 2

The goal of this task is to pre-test the operation of all newly installed equipment before dynamic commissioning.

The Recipient shall:

- Test and record results for all newly installed equipment,
- Modify and calibrate any equipment not testing correctly, and
- Perform other work necessary for smooth operation of new equipment.

Products: Task completion report

Due Date: ~~Sep.~~September 30, ~~2010~~2011

Task ~~40~~11 — Set to County parameters and commission system in Annexes 1 and 2

The goal of this task is to ensure that the system is operating to County standards for heat and indoor air quality and that the control system functions correctly in a variety of different operating environments.

The Recipient shall:

- Verify that all set ~~point~~points are to County parameters,
- Operate controls in a variety of different operating conditions and ensure proper response, and
- Collect data for commissioning report.

Products: Commissioning Report

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

Task ~~41~~12 — Monthly Progress Reports

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

The Recipient shall prepare progress reports that 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. The terms and conditions of this Agreement provide the required specifications.

Products: Monthly Progress Reports

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

Task ~~4213~~ — 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.

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: December 31, ~~2010~~2011

Product: Final Report

Due Date: February 28, ~~2011~~2012

**EXHIBIT B
CATEGORY BUDGET**

Budget Category Item	EECBG Share (\$)	Cost Share (\$)	Total Cost (\$)	Original EECBG Share (\$)	Original Cost Share (\$)
Personnel:					
Unloaded Direct Labor	-	-	-	-	\$ -
Fringe Benefits	-	-	-	-	\$ -
Total Personal Services	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses:					
Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Materials/Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Labor Contract Expenses	\$ 25,153	\$ -	\$ 25,153	\$ 31,479	\$ -
Contract Labor	\$ 24,197	\$ -	\$ 24,197	\$ 18,170	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expense	\$ 49,350	\$ -	\$ 49,350	\$ 49,649	\$ -
Overhead:					
Overhead	\$ -	\$ -	\$ -	\$ -	\$ -
Total Overhead	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 49,350	\$ -	\$ 49,350	\$ 49,649	\$ -

**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
Total Unloaded Direct Labor			\$ -	\$ -	\$ -

* 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
	0%		\$ -	\$ -	\$ -
Total Fringe Benefits			\$ -	\$ -	\$ -

* 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
				\$ -	\$ -	\$ -
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
		\$ -	\$ -	\$ -	\$ -
Total Equipment			\$ -	\$ -	\$ -

Materials, Supplies

Item	Quantity	Unit Cost	EECBG Share	Cost Share	Total Cost
				\$ -	\$ -
Total Materials and Supplies				\$ -	\$ -

**EXHIBIT B
BUDGET DETAILS**

Non-Labor Contract Expenses

Subcontractor Name	Purpose	EECBG Share	Cost Share	Total Cost
Dean's Plumbing & Heating	Supplies / Equipment Detailed Contract / Proposal	\$ 25,153	\$ -	\$ 25,153
Total Non-Labor Contract Expenses		\$ 25,153	\$ -	\$ 25,153

Miscellaneous

Item	Purpose	EECBG Share	Cost Share	Total Cost
			\$ -	
Total Miscellaneous		\$ -	\$ -	\$ -

Overhead

Name of Overhead	Overhead Base*	Maximum % Rate to be Billed**	Base Cost	EECBG Share	Match Share	Total Cost
		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 B CONTRACT LABOR BUDGET

Contract Labor

Subcontractor	Title / Job Classification	Number of Individuals Employed in Classification	Estimated Prevailing Wage Rate* as Determined	Estimated Maximum Rate to be Billed (\$ / Hr)	Number of Hours	EECBG Share	Cost Share	Total Cost
Dean's Plumbing & Heating	Comm & System Installer	1	\$ 27.98	\$ 103.01	130	\$ 13,391	\$ -	\$ 13,391
Dean's Plumbing & Heating	Inside Wireman	1	\$ 17.00	\$ 90.05	120	\$ 10,806	\$ -	\$ 10,806
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
				\$ -		\$ -	\$ -	\$ -
Total Contract Labor						\$ 24,197	\$ -	\$ 24,197

* 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.