

GRANT/LOAN AMENDMENT

CEC-140 (Revised 6/11)

CALIFORNIA ENERGY COMMISSION


 Check here if additional pages are attached. 12 Pages

AGREEMENT NUMBER:

CBG-09-006

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 Placer

2. The term of this Agreement: From: 6/30/10 To: 6/14/123. The maximum amount of this Agreement after this amendment is: \$ 606,540.00

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 task 4, to include additional equipment.

2. Amend the budget to reallocate \$125,203 from lighting material to HVAC equipment for the Placer County courthouse located in Auburn, due to cost savings in lighting project.

All other terms and conditions shall remain the same.

5. Amendment Amount

Fund Title	Item	Fiscal Year	Chapter	Statute	Amendment Amount
					\$
					\$
					\$
OBJECT CODE	Total				\$ 0.00

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 Placer

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

ADDRESS

11746 C Avenue
Auburn, CA 95603**STATE OF CALIFORNIA**

AGENCY NAME

California Energy Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

Mark Hutchison, Deputy Director of Administration

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: List of Permits, if applicable (no draft)

Due Date: December 15, 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: February 28, 2011

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: March 31, 2011

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 energy efficient Vending Machine Controls, HVAC and related mechanical equipment for Ventilation Replacements, Lighting Controls, Lighting (ballasts/lamps), and Thermostats, for a variety of Placer County Government owned buildings located in the cities/towns of Granite Bay, Loomis, Auburn, and Roseville, California and specifically noted in Task 4 of this Agreement.

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

Products: None

Due Date: May 31, 2011

Task 4 — Install Equipment

The goal of this task is to install the purchased equipment in Task 3 above.

- HVAC and Ventilation Replacements, Auburn Jail Housing Unit 3, 2775 Richardson Dr., Auburn, CA
- HVAC and Ventilation Replacements, Jail Kitchen, 11564 C Avenue, Auburn, CA

- HVAC and Ventilation Replacements, chiller replacement and chilled water pump variable speed drive and control, Lighting, and Vending Machine Control replacements Placer County Courthouse, 101 Maple St., Auburn, CA
- Lighting, Retro-commissioning, Lighting Controls and Vending Machine Control replacements, Finance Administration Building, 2950 Richardson Dr., Auburn, CA
- Lighting, Retro-commissioning Improvements, Lighting Controls and Vending Machine Control Replacements, Community Development Resources Center, 3091 County Center Drive, Auburn, CA
- Lighting and Lighting Controls Replacements, Library, 6050 Library Dr., Loomis, CA
- Lighting and Lighting Controls Replacements, Library, 350 Nevada St., Auburn, CA
- Lighting Replacements, Library, 6475 Douglas Blvd., Granite Bay, CA
- Vending Controls Replacements, Upper 100 Ramp Common Hallway, Auburn, CA
- Vending Controls Replacements, Building 17-18, 11493 B Ave., Auburn, CA
- Vending Controls Replacements, Building 210, 11746 C Ave., Auburn, CA
- Vending Controls Replacements, Conroy Bldg., 1130 Conroy Lane, Roseville, CA
- Vending Controls Replacements, Cirby Hills Bldg., 101 Cirby Hills, Roseville, CA
- Vending Controls Replacements, Veterans Hall, 110 Park Dr., Roseville, CA
- Vending Controls Replacements, Juvenile Hall, 11260 B Avenue, Auburn, CA
- Vending Controls Replacements, Children's Emergency Shelter, 11084 B, Auburn, CA
- Vending Controls Replacements, Auburn Administration Bld., Domes, 175 Fulweiler, Auburn, CA
- Vending Controls and Lighting Replacements, DPW Fleet Garage, 11448 F Ave, Auburn, CA
- Thermostats, Lighting and Lighting Control Replacements, Dewitt Bldg. 107, 11464 B Ave, Auburn, CA
- Thermostats and Lighting Replacements, Dewitt Bldg. 108, 11484 B Ave, Auburn, CA
- Lighting and Lighting Replacements, Dewitt Bldg. 109, 11474 B Ave, Auburn, CA
- Lighting and Lighting Replacements, Dewitt Bldg. 110, 11512 B Ave, Auburn, CA
- Lighting and Lighting Replacements, Dewitt Bldg. 111, 11522 B Ave, Auburn, CA
- Thermostats, Lighting and Lighting Replacements, Dewitt Bldg. 112, 11532 B Ave, Auburn, CA
- Thermostats, Lighting and Lighting Replacements, Dewitt Bldg. 113, 11542 B Ave, Auburn, CA
- Thermostats, Lighting and Lighting Replacements, Dewitt Bldg. 114, 11552 B Ave, Auburn, CA
- Thermostats, Lighting and Lighting Replacements, Dewitt Bldg. 115, 11562 B Ave, Auburn, CA

- Lighting Controls and Lighting Replacements, Dewitt Bldg. 116, 11583 C Ave, Auburn, CA
- Lighting Controls and Lighting Replacements, Dewitt Bldg. 117, 11583 C Ave, Auburn, CA
- Lighting Replacements, Dewitt Bldg. 212, 11544 C Ave, Auburn, CA
- Lighting Controls, Dewitt Bathrooms, 11746 C Avenue, Auburn, CA (NOTE – SHPO is ONLY for vending only, not Lighting Controls)

The goal of this task is to install the approved materials/equipment as identified in this Agreement. All equipment/materials must adhere to the requirements and specifications set forth in Exhibit 2 of the EECBG funding solicitation (PON-09-001).

The Recipient shall install the approved materials/equipment. A listing of the materials/equipment purchased shall be documented in the next monthly progress report submitted under this agreement.

Products: Photographs of Installed Equipment (no draft)

Due Date: 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. 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.

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: January 31, 2012

Product: Final Report

Due Date: March 30, 2012

EXHIBIT B
Category Budget

Budget Category Item	EECBG Share (\$)	Cost Share (\$)	Total Cost (\$)	Original EECBG Share (\$)	Original Cost Share (\$)
Personnel:					
Direct Labor	\$ 215,417	\$ 92,485	\$ 307,902	\$ 215,417	\$ 92,485
Fringe Benefits	\$ 139,279		\$ 139,279	\$ 139,279	
Total Personal Service	\$ 354,696	\$ 92,485	\$ 447,181	\$ 354,696	\$ 92,485
Operating Expenses:					
Travel			\$ -		
Equipment	\$ 193,309		\$ 193,309	\$ 68,106	
Materials/Supplies	\$ 58,535	\$ 126,474	\$ 185,009	\$ 183,738	\$ 126,474
Non-Labor Contract Expenses					
Contract Labor			\$ -		
Miscellaneous		\$ 107,514	\$ 107,514		\$ 107,514
Total Operating Expen:	\$ 251,844	\$ 233,988	\$ 485,832	\$ 251,844	\$ 233,988
Overhead:					
Overhead	\$ -	\$ -	\$ -	\$ -	\$ -
Total Overhead	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 606,540	\$ 326,473	\$ 933,013	\$ 606,540	\$ 326,473

**EXHIBIT B
BUDGET DETAILS**

Direct Labor, Unloaded Hourly Rates

Title / Job Classification	Maximum Rate to be Billed* (\$ / Hr)	Number of Hours	EECBG Share	Cost Share	Total Cost
1- Senior BCM Electrician	\$ 46.35	1,700	\$ 78,789	\$ 23,121	\$ 101,911
2- Senior HVAC Mechanic	\$ 46.35	1,365	\$ 63,284	\$ 11,561	\$ 74,844
3-Senior Building Crafts Mechanic	\$ 46.35	138	\$ 6,417	\$ 11,561	\$ 17,978
4-Supervising Building Crafts Mechanic	\$ 51.10	93	\$ 4,772	\$ 11,561	\$ 16,332
5-Maintenance Worker	\$ 35.48	361	\$ 12,795	\$ 11,561	\$ 24,356
6-Assistant Superintendent	\$ 62.11	466	\$ 28,929	\$ 11,561	\$ 40,490
7-Superintendent	\$ 79.68	213	\$ 16,936	\$ 11,561	\$ 28,497
8-Deputy Director	\$ 94.39	37	\$ 3,495	\$ -	\$ 3,495
Total Direct Labor			\$ 215,417	\$ 92,485	\$ 307,902

* 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 Direct Labor)	EECBG Share	Cost Share	Total Cost
1- Senior BCM Electrician	65%	\$78,789.39	\$ 51,016	\$ -	\$ 51,016
2- Senior HVAC Mechanic	65%	\$63,283.64	\$ 40,976	\$ -	\$ 40,976
3-Senior Building Crafts Mechanic	65%	\$6,417.16	\$ 4,155	\$ -	\$ 4,155
4-Supervising Building Crafts Mechanic	65%	\$4,771.57	\$ 3,090	\$ -	\$ 3,090
5-Maintenance Worker	65%	\$12,795.06	\$ 8,285	\$ -	\$ 8,285
6-Assistant Superintendent	65%	\$28,929.39	\$ 18,732	\$ -	\$ 18,732
7-Superintendent	65%	\$16,935.97	\$ 10,966	\$ -	\$ 10,966
8-Deputy Director	59%	\$3,495.09	\$ 2,059	\$ -	\$ 2,059
Total Fringe Benefits			\$ 139,279	\$ -	\$ 139,279

* 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.

**EXHIBIT B
BUDGET DETAILS**

Equipment

Item	Quantity	Unit Cost	EECBG Share	Cost Share	Total Cost
HVAC Mechanical	~30	\$ -	\$ 68,106	\$ -	\$ 68,106
Auburn Historical Mechanical	1	\$ -	\$ 125,203.00	\$ -	\$ 125,203
Total Equipment			\$ 193,309	\$ -	\$ 193,309

Materials, Supplies

Item	Quantity	Unit Cost	EECBG Share	Cost Share	Total Cost
Vending Controllers	28	\$ 105.00	\$ 2,940	\$ -	\$ 2,940
Lighting Occupancy Sensors	50	\$ 92.15	\$ 4,608	\$ -	\$ 4,608
Thermostats	30	\$ 55.54	\$ 1,666	\$ -	\$ 1,666
Lighting Fixtures-Auburn Historic	1	\$ 14,008.71	\$ 14,008.71	\$ -	\$ 14,009
Lighting Fixtures - Others	1,145	\$ 30.84	\$ 35,313	\$ 114,256	\$ 149,569
Miscellaneous Parts & Materials	1	\$ 12,219.00	\$ -	\$ 12,219	\$ 12,219
Total Materials and Supplies			\$ 58,535	\$ 126,475	\$ 185,010

Non-Labor Contract Expenses

Subcontractor Name	Purpose	EECBG Share	Cost Share	Total Cost
		\$ -	\$ -	\$ -
Total Contractual		\$ -	\$ -	\$ -

Miscellaneous

Item	Purpose	EECBG Share	Cost Share	Total Cost
Contingency	Construction Contingency	\$ -	\$ 107,514	\$ 107,514
Total Miscellaneous		\$ -	\$ 107,514	\$ 107,514

Overhead

Name of Overhead	Overhead Base*	Maximum % Rate	Base Cost	EECBG Share	Match Share	Total Cost
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**

Contract Labor

Subcontractor	Title / Job Classification	Number of Individuals Employed in Classification	Estimated Prevailing Wage Rate* as Determined by DOL or DIR	Esitimated Maximum Rate to be Billed (\$ / Hr)	Number of Hours	EECBG Share	Cost Share	Total Cost
		0						

* 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.