

**AMENDMENT (#1)  
CITY OF BRIGHTON, COLORADO  
CONTRACT FOR TECHNICAL ENERGY AUDIT AND PROJECT PROPOSAL**

**THIS AMENDMENT** made and entered into this 17<sup>th</sup> day of March, 2015 by and between the CITY OF BRIGHTON, COLORADO, a home rule municipal corporation, hereinafter referred to as “City” or “Owner,” and HONEYWELL INTERNATIONAL INC., D/B/A HONEYWELL BUILDING SOLUTIONS a Delaware Corporation, hereinafter referred to as “Honeywell” and collectively with Owner as the “Parties.”

**RECITALS:**

**WHEREAS**, the Parties entered into a Contract for Technical Energy Audit And Project Proposal (the “TEA Contract”, “TEA” or “Contract”) on November 14, 2014 in which Honeywell agreed to provide project development services pursuant to Colorado Revised Statutes 29-12.5-101 et seq. which allows local governments to enter into contracts for the development and implementation of energy efficiency measures funded in whole or part through guaranteed energy savings; and

**WHEREAS**, the first step in the project development effort, referred to as Level 1 in the Contract, to be performed by Honeywell at no cost to the City, was to perform an Energy Audit, including, generally, an assessment of City facilities and water/wastewater systems to determine the feasibility and cost of implementing energy and water saving measures, and to prepare a Project Proposal setting forth a list of potential improvements and a plan for implementing such measures; and

**WHEREAS**, Honeywell completed Level 1 on or about January 16, 2015; and

**WHEREAS**, Exhibit D to the Contract provides, in pertinent part: “...upon execution of the initial Contract, Honeywell will prepare and submit to the City for review only the PFS or “Level 1” assessment report. This work will be done at no cost to the City; no TEA or other fee will be due under the initial Contract. If the City decides to proceed, Honeywell and City would agree to and execute a written amendment to this Contract...”, i.e., this Amendment (#1); and

**WHEREAS**, the subsequent steps in the project development process, referred to as Level 2 and Level 3, will require a substantial engineering effort on the part of Honeywell, the cost for which will either be included in the implementation of energy improvements and repaid with guaranteed savings as defined in C.R.S. 29-12.5-101 et seq., paid to Honeywell by the City or waived as defined in the TEA Contract; and

**WHEREAS**, the City Manager and staff have recommended moving forward with Level 2 and Level 3 project development activities, with the continuation from TEA Level 2 to Level 3 requiring the City Manager to submit a “notice-to-proceed” to Honeywell; and

**WHEREAS**, the City has reviewed the information provided under Level 1 and has determined that it is in the best interest of the City and the citizens to move forward with Level 2 and Level 3 project development activities, as further set forth in the Contract.

**WITNESSETH:**

IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREIN EXPRESSED, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

**Section 1. Exhibit A – Attachment 2 Scope of Work for Sustainability Management System (“SMS”) Plan Development** is hereby amended with additional language to read as follows: Sustainability Management System plan components to be included in Level 2 development were reviewed and amended by City staff to be areas that would present the most value. The Sustainability Management System (SMS) Plan Components that will be part of Level 2 development are:

Energy, Water, Purchasing/Procurement, Ground Transportation, Workplace of the future, Monitoring and Reporting, Waste and Recycling, Green Building, Sustainability Education, and Community Engagement and Public Outreach

**Section 2. Exhibit A – Attachment 3 Water Metering System Scope of Work** is hereby amended with additional language to read as follows: The Parties hereby agree that the activities to be performed under Tasks 2 and 3 in Exhibit A – Attachment 3, regarding a potential water metering system scope of work, will not be part of Level 2 development, and will be part of Level 3 development only if Honeywell receives prior approval from the City to that effect

**Section 3. Exhibit A – Overview** is hereby amended with additional language to read as follows:

**1. List of Measures That Will Be Analyzed During Level 2.** The City and Honeywell agree that Honeywell will complete Level 2 activities, including the development of line item opinions of probable cost and savings, for only those potential energy conservation measures (ECMs) in those facilities listed in Section 4 and acknowledged by the City. Honeywell will prepare a list of potential ECMs based on the agreed-upon potential ECMs for Level 2 development, and identify those ECMs that may be subject to additional schematic design fees during Level 3 project development, subject to authorization from the City.

**2. Project Development Timeline.** The project development timeline included in Attachment 1 to this Amendment #1, is preliminary and included for information purposes only. Said timeline, presented in table format, was prepared by Honeywell using Microsoft Project and is based on Honeywell’s current estimate of tasks, elapsed time anticipated to complete these tasks and the effective date of this Amendment #1. This timeline will be updated on a monthly basis by Honeywell during the Level 2 and Level 3 development phases and presented to the City for review, approval and modification, if necessary.

**Section 4. Exhibit C to Technical Energy Audit & Project Proposal Contract – Buildings Included in Scope of Work** is hereby amended with additional language to read as follows: The list of facilities to include in Level 2 project development is amended to be:

City Hall, Historic City Hall, Police Department and Municipal Court Building, Recreation Center, Elmwood Cemetery, Fairview Cemetery, Brighton Armory Performing Arts Center, Reverse Osmosis (RO) Plant, Green Sand Plant, Wastewater Treatment Facility, Animal Shelter, 1886 Church, Eagle View Adult Recreation Center, Utility Water Shop, Brighton Oasis Aquatic Park, and the Sports Complex.

**Section 5. Exhibit D – Technical Energy Audit & Project Proposal Contract - Project Cost and Pricing Elements** is amended to read as follows:

**1. First paragraph.** The first paragraph of Exhibit D is replaced in its entirety with the following:

For the facilities set forth in Section 4, Honeywell agrees to complete and present Level 2 line itemized opinions of probable cost and savings and simple payback at no cost to the City to

enable the City to select the line items for inclusion in Level 3 development. Simple payback is defined herein as Installed Cost ÷ Annual Savings.

Level 3 development will be subject to the fees set forth in this Exhibit D. The base cost for Level 3 development is hereby reduced from the original TEA Contract figure of \$128,638 to \$123,226 based on reduced building square footage and the selection of Sustainability Management System plan development components listed herein for inclusion in Level 2.

The Level 3 base fee of \$123,226 does not include the cost for preparation of Mechanical, Electrical, and Plumbing (MEP) or water/wastewater process schematic design (SD) and/or design development (DD) level plans and specifications, nor the subsequent competitive bidding process required to complete the TEAPP for certain ECMs to be specified and agreed to by the Parties as part of the Level 2 development. The City may select certain of these line items that may be subject to additional fees for Level 3 development and direct Honeywell to increase the TEA fee by no greater than 5% of the line item Level 2 opinion of probable cost for these measures. If the City elects to include any of these measures, an Amendment to the Contract will be presented by Honeywell for City approval before Level 3 development occurs for the subject line item ECMs. It should be noted that if, at the conclusion of Level 3, the simple payback for a respective line item ECM exceed the figure provided at the conclusion of Level 2 by more than 20%, then the added development fee for the respective item will be waived, if the City elects to not have Honeywell implement that ECM.

**Section 6. Revised fee tables.** The \$123,676 base fee follows the Colorado Energy Office TEA pricing model and its derivation is provided below. The tables set forth in Exhibit D are hereby replaced in their entirety with the following tables; provided, however, that the table describing “*For other audit fees beyond basic CEO TEA*” that covers potential additional design, specification and bidding fees remains unchanged.

**Fee summary:**

Area of TEA Services	Cost	Comments
Preliminary Feasibility Study ("PFS")	\$ -	No fee. Results of this Preliminary Feasibility Study ("PFS") will be used by the City, with consultative advise and support from Honeywell, to establish preliminary scope and TEA pricing for Level 2 project development deliverables for Exhibit 1 Attachments 3-6.
Technical Energy Audit for Buildings	\$ 59,226	TEA Exhibit 1 Attachment 1 Scope of Work and Checklist for Audit Services to be included in a Colorado Energy Office Technical Energy Audit ("CEO TEA") Contract for Building Energy Efficiency.
Other Miscellaneous Upgrades	\$ -	TEA Exhibit 1 Attachment 1 Scope of Work for other measures that require additional assessment & design beyond CEO building energy efficiency TEA.
Water meter statistical sampling	\$ 31,000	TEA Exhibit 1 Attachment 2 Scope of Work for Water Metering System Scope of Work for Additional Audit Services beyond a CEO TEA for Building Energy Efficiency. Costing for this assumes City has adequate bench stock to replace meters ≤ 2" in size pulled for testing, or will increase this fee/cost to cover meter purchases.
Wastewater/Sewer Enterprise Fund	\$ -	TEA Exhibit 1 Attachment 3 Scope of Work for Wastewater Enterprise System Energy Efficiency & Process Improvements Scope of Work for Additional Audit Services beyond a CEO TEA for Building Energy Efficiency.
Water Enterprise Fund	\$ -	TEA Exhibit 1 Attachment 4 Water Enterprise System Energy Efficiency & Process Improvements Scope of Work for Additional Audit Services beyond a CEO TEA for Building Energy Efficiency.
Sustainability Management System plan development	\$ 33,000	TEA Exhibit 1 Attachment 5 Scope of Work for Sustainability Management System ("SMS") Plan Development -- Additional Audit Services beyond a CEO TEA for Building Energy Efficiency.
<b>Total break fee</b>	<b>\$ 123,226</b>	Fee will be adjusted through negotiation between the City and Honeywell after the completion and presentation of Level 2 line item budgetary cost and savings figures described in Exhibit A.

**Colorado Energy Office (CEO) TEA Pricing Model:**

Tiered GEO Pricing (\$/Sq.Ft.)		Total Project Size (sq-ft)			Comments
		Under 250K	250-500K	500K+	
Distance from GEO Office (1580 Logan)	Under 75 miles	\$ 0.250	\$ 0.225	\$ 0.200	City of Brighton's main office is approximately 22 miles from the CEO office.
	75-150 miles	\$ 0.275	\$ 0.250	\$ 0.225	
	Over 150 miles	\$ 0.300	\$ 0.275	\$ 0.250	

<b>Reduced fee for less complex building HVAC</b>	33%	\$ 0.074	Lower audit fee due to non-complex nature of building (e.g. Non-complex HVAC or warehouse type heated only space).
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**TEA Contract Exhibit A Attachment 1 Energy Audit Fee Based on Building list from RFP:**

Facility	Square Feet	Use Reduced Rate?	Audit Rate/ Sq.Ft.	Audit Fee
1 City Hall	75,600 sq.ft.	n	\$ 0.225	\$ 17,010
2 Historic City Hall	33,000 sq.ft.	n	\$ 0.225	\$ 7,425
3 Police Department and Municipal Court Building	40,886 sq.ft.	n	\$ 0.225	\$ 9,199
4 Recreation Center	50,570 sq.ft.	n	\$ 0.225	\$ 11,378
5 Elmwood Cemetery	3,500 sq.ft.	y	\$ 0.074	\$ 260
6 Fairview Cemetery	1,207 sq.ft.	y	\$ 0.074	\$ 90
7 Brighton Armory Performing Arts Center	16,790 sq.ft.	n	\$ 0.225	\$ 3,778
8 Reverse Osmosis (RO) Plant	11,400 sq.ft.	y	\$ 0.074	\$ 846
9 Green Sand Plant (adjacent to the RO Building)	9,400 sq.ft.	y	\$ 0.074	\$ 698
10 Wastewater Treatment Facility	30,000 sq.ft.	y	\$ 0.074	\$ 2,228
11 Brighton Animal Shelter	2,361 sq.ft.	n	\$ 0.225	\$ 531
12 1886 Church	1,200 sq.ft.	n	\$ 0.225	\$ 270
13 Eagle View Adult Recreation Center	18,000 sq.ft.	n	\$ 0.225	\$ 4,050
14 Utility Water Shop	7,380 sq.ft.	y	\$ 0.074	\$ 548
15 Brighton Oasis Outdoor Family Aquatic Park	4,068 sq.ft.	n	\$ 0.225	\$ 915
16 Sports Complex	2,000 sq.ft.	n	\$ 0.225	\$ 450
	<b>305,362 sq.ft.</b>			<b>\$ 59,226</b>

**TEA Contract Exhibit A Attachment 2 For Sustainability Management Services:**

Category	Fee
1 Energy	\$ 6,000
2 Water (potable, stormwater, wastewater)	\$ 6,000
3 Purchasing/Procurement	\$ 3,000
4 Ground Transportation	\$ 6,000
5 Workplace of the Future	\$ 1,500
6 Monitoring and Reporting	\$ 1,500
7 Waste and Recycling	\$ 3,000
8 Green Building (New, Renovated, Additions)	\$ 3,000
9 Sustainability Education	\$ 1,500
10 Community Engagement and Public Outreach	\$ 1,500
	<b>\$ 33,000</b>

**Section 7.** All terms and conditions of the **Contract for Technical Energy Audit and Project Proposal** and the Exhibits, Attachments and Schedules thereto not specifically amended in writing in this Amendment #1 and approved by the City Council shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment (#1) to the Contract for Technical Energy Audit and Project Proposal of the Parties as of the date first above written.

HONEYWELL BUILDING SOLUTIONS  
a Delaware corporation

BY: \_\_\_\_\_  
Gary Bergard, Manager of Business Development

CITY OF BRIGHTON,  
a Colorado home-rule municipal corporation

By: \_\_\_\_\_  
Richard N. McLean, Mayor

Attest:

\_\_\_\_\_  
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Margaret R. Brubaker, City Attorney

## Attachment 1 -- Project Development Timeline

Task ID	Task #	Task Name	% Complete	Duration	Start	Finish	Predecessors (Task ID)
1	1	<b>Preliminary Feasibility Analysis - Level 1</b>	99%	101d	Tue 10/14/14	Tue 3/3/15	
2	1.1	Receive notice of intent to award TEAPP contract from customer	100%	1d	Wed 10/15/14	Wed 10/15/14	
16	1.15	Conduct workshops with staff to review and prioritize potential measures	100%	35d	Mon 12/1/14	Fri 1/16/15	14FS+6d
17	1.16	Conduct work session with Council to review measures recommended for Level 2 audit	0%	1d	Tue 2/24/15	Tue 2/24/15	16FS+26d
18	1.17	Receive council approval to proceed with Level 2 audit	0%	1d	Tue 3/3/15	Tue 3/3/15	17FS+4d
19	2	<b>Preliminary Investment &amp; Savings Analysis - Level 2</b>	11%	69d	Thu 1/29/15	Tue 5/5/15	
20	2.1	Agree on sustainability Management System ("SMS") plan development statement of work/ SOW with Ambient Energy	100%	7d	Thu 1/29/15	Fri 2/6/15	18FS-14d
21	2.2	Survey sites with potential HVAC & emergency generator measures with AE Associates (3rd party sub-consultant)	100%	2d	Tue 2/3/15	Wed 2/4/15	18FS-11d
22	2.3	Release purchase order to Ambient Energy for SMS plan development	0%	1d	Mon 3/9/15	Mon 3/9/15	18FS+3d
23	2.4	Obtain fee proposal for 30% design & energy modeling from AE Associates	0%	1d	Thu 2/19/15	Thu 2/19/15	21FS+10d
24	2.5	Send updated request for information/RFI to Utilities Department & obtain response	20%	10d	Tue 2/10/15	Thu 3/5/15	18FS-6d
25	2.6	Install data loggers (lighting, temperature, & motor)	0%	2d	Wed 3/4/15	Thu 3/5/15	18
26	2.7	Prepare employee survey and provide to City for distribution	0%	3d	Thu 3/12/15	Mon 3/16/15	22FS+2d
27	2.8	Obtain City employee survey results	0%	1d	Mon 4/13/15	Mon 4/13/15	26FS+19d

Task ID	Task #	Task Name	% Complete	Duration	Start	Finish	Predecessors (Task ID)
28	2.9	Perform Level 2 survey of WTP, WWTP, water wells, & water distribution system	0%	2d	Wed 3/18/15	Thu 3/19/15	18FS+10d
29	2.10	Perform SMS plan-related building surveys	0%	2d	Tue 3/24/15	Wed 3/25/15	22FS+10d
30	2.11	Complete BLOWin model of WWTP	0%	10d	Fri 3/6/15	Thu 3/19/15	24
31	2.12	Estimate costs of all building-related measures	0%	6d	Mon 3/9/15	Mon 3/16/15	25FS+1d
32	2.13	Review cost estimates of all building-related measures	0%	5d	Fri 3/20/15	Thu 3/26/15	31FS+3d
33	2.14	Estimate energy savings of all building-related measures	0%	6d	Tue 3/17/15	Tue 3/24/15	31
34	2.15	Estimate costs of all water- & waste water-related measures (except meters and AMI)	0%	5d	Fri 3/20/15	Thu 3/26/15	28
35	2.16	Review cost estimates for all water- & waste water-related measures (except meters & AMI)	0%	5d	Wed 4/1/15	Tue 4/7/15	34FS+3d
36	2.17	Estimate energy savings of all water- & waste water-related measures (except meters & AMI)	0%	5d	Fri 3/27/15	Thu 4/2/15	34
37	2.18	Estimate costs of water meter & AMI measures	0%	2d	Wed 3/25/15	Thu 3/26/15	33
38	2.19	Estimate financial impact of water meter & AMI measures	0%	1d	Fri 3/27/15	Fri 3/27/15	37
39	2.20	Review cost and financial impact estimates of water meter & AMI measures	0%	2d	Tue 3/31/15	Wed 4/1/15	38FS+1d
40	2.21	Estimate O&M savings for all measures	0%	8d	Mon 3/30/15	Wed 4/8/15	32FS+1d
41	2.22	Prepare 50% draft SMS plan	0%	7d	Tue 4/7/15	Wed 4/15/15	27FS-5d
42	2.23	Prepare summary of all cost/investment, energy & O&M savings, and financial impacts by measure	0%	1d	Thu 4/9/15	Thu 4/9/15	40

Task ID	Task #	Task Name	% Complete	Duration	Start	Finish	Predecessors (Task ID)
43	2.24	Prepare Interactive Financial Model/IFM based on Level 2 analysis	0%	3d	Fri 4/10/15	Tue 4/14/15	42
44	2.25	Conduct workshop(s) with staff to select measures to include in Level 3 audit	0%	5d	Thu 4/16/15	Wed 4/22/15	43FS+1d
45	2.26	Conduct work session with council to finalize measure selection for Level 3 audit	0%	1d	Tue 4/28/15	Tue 4/28/15	44FS+3d
46	2.27	Receive council approval to proceed with Level 3 audit	0%	1d	Tue 5/5/15	Tue 5/5/15	45FS+4d
47	3	<b>Development of Level 3 Scope, Pricing &amp; Proposal to Implement</b>	<b>0%</b>	<b>105d</b>	<b>Wed 5/6/15</b>	<b>Tue 9/29/15</b>	
48	3.1	Complete preparation of bidding docs (schematic design, etc.)	0%	6w	Wed 5/6/15	Tue 6/16/15	46
49	3.2	Staff review and approval of bidding docs	0%	5d	Wed 6/17/15	Tue 6/23/15	48
50	3.3	Bidding to pre-qualified subs & suppliers	0%	30d	Wed 6/24/15	Tue 8/4/15	49
51	3.4	Review of bids and proposals with City staff	0%	1w	Wed 8/5/15	Tue 8/11/15	50
52	3.5	Complete final savings & cost modeling & update IFM	0%	10d	Wed 8/12/15	Tue 8/25/15	51
53	3.6	Staff workshops & project packaging	0%	5d	Wed 8/26/15	Tue 9/1/15	52
54	3.7	Source financing & secure proposals	0%	15d	Wed 8/26/15	Tue 9/15/15	52
55	3.8	Council work session	0%	2w	Wed 9/16/15	Tue 9/29/15	54
56	3.9	Council approval to move forward	0%	1w	Wed 9/16/15	Tue 9/22/15	54
57	4	<b>Implementation</b>	<b>0%</b>	<b>9mo</b>	<b>Wed 9/23/15</b>	<b>Tue 5/31/16</b>	<b>56</b>