

## SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City") and POPULUS, LLC, a limited liability company with its principal place of business located at 1722 14th St., Ste. 210 Boulder, CO 80302 (the "Contractor/Consultant"), collectively "the Parties".

### RECITALS

A. The City and the Contractor entered into an Agreement dated April 4, 2012 as amended by First Amendatory Agreement dated December 4, 2012, to procure energy efficiency program support services from the Contractor ("Agreement"); and

B. The City and the Contractor wish to revise the scope of work, increase the maximum amount of the contract and extend the term.

The Parties agree as follows:

1. 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 and rate table marked as Exhibit A-1 attached to the First Amendatory Agreement is hereby attached and incorporated herein by reference.

2. Paragraph 3, of the Agreement, entitled "**TERM**", is amended to read as follows:

"3. **TERM**: The Agreement will commence on April 1, 2012 and will expire on December 31, 2013 (the "Term")."

3. Paragraph 4, of the Agreement, entitled "**COMPENSATION AND PAYMENT**", is amended to read as follows:

"4. **COMPENSATION AND PAYMENT**:

a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the fees set forth in **Exhibits A and A-1 Scope of Work and Rate Table**. Amounts billed may not exceed the rates and budget set forth in Exhibits A and A-1.

b. **Reimbursable Expenses**: There shall be no reimbursable expenses; all contractor costs are paid as a part of the rate structure provided in Exhibits A and A-1.

12-01777-B

c. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED AND EIGHT THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS AND NO CENTS (\$1,308,367.00)** (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 Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in Exhibits A and A-1 herein are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

[Signatures appear on the following pages.]

Exhibit A-1 (Revised) Scope of Work and Rate Table

**Contract Control Number:** ENVHL-201204731-02

**Contractor Name:** POPULUS 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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: ENVHL-201204731-02

Contractor Name: POPULUS LLC

By: *Lauren Hutchings*

Name: LAURICA A HUTCHINGS  
(please print)

Title: CEO, PRINCIPAL  
(please print)

ATTEST: [if required]

By: *Audrey A. Cole*

Name: Audrey A. Cole  
(please print)

Title: Controller  
(please print)



**Exhibit A-1**  
**(Revised) Scope of Work and Rate Table**  
**Contract Control Number ENVHL-201204731-01**  
**Energy Efficiency Program Support Services**

Populus, LLC (“Contractor” or “Populus”) is contracted to perform Tasks #1 and #2 of the residential and commercial energy efficiency program of the City and County of Denver (“Denver”), the Denver Energy Challenge, as described below.

**1. Task 1 - Customer Support**

Contractor shall operate and staff a professionally-staffed customer support center. The customer support center will take customer calls, answer program questions and facilitate the customer intake process, coordinate with the Denver staff, Denver’s energy advisors, and other energy efficiency program partners and contractors; track all program data related to residential accounts and manage data exchange between Populus and the City; and, facilitate ongoing customer engagement. Each of these functions includes interacting or overlapping service needs and will require close coordination, both internally and externally. Specific functions/subtasks are discussed in greater detail below.

**1.1 Call Center**

The program dedicated telephone number of 720-865-5520 will continue to be used to direct residential and commercial customers to a program call center staffed with knowledgeable professionals. The primary goals of the call center are to explain the program process and expectations and answer customers’ questions; guide customers into the most appropriate program track given their personal, business and/or housing characteristics; and schedule initial customer audit or advisor visit. Call center staff must also be able to respond to all customer questions at all stages of the program and help guide customers to appropriate support.

The call center’s primary responsibility is customer intake and energy advising. Call center staff will walk each potential customer through a series of pre-screening questions to help establish the correct program track for that customer, based on the likely potential for energy and greenhouse gas savings, and gather key data for the energy audit or to help guide them toward energy upgrades. The call center shall have capacity for 100 monthly new enrollments (residential or commercial).

The Contractor shall develop a decision tree to guide customer pre-screening questions. Thus, customers’ responses to initial questions may lead to follow-on questions to help identify more detailed assistance needed. For example, a condo tenant may be asked for details about heating equipment or restrictions in an HOA contract.

Contractor shall request a utility waiver from customers for the program to access their utility bills from Xcel Energy. Contractor shall upload and track all utility waivers for residential and commercial accounts.

Following the above intake steps, call center staff will assign an audit firm and/or energy advisor to follow through with the customer. In most cases, the call center staff will also be the energy advisor for newly enrolled accounts.

As part of the call center sub-task, the Contractor shall:

1. Operate the center with call center representatives and supervisors available from 8 AM – 6 PM, Monday through Friday.
2. Employ trained call center representatives to respond to customers at a minimum in both English and Spanish. The call center may choose to use a language line to respond to customers in other languages.
3. Respond to every call with personal interaction with no customer on hold for more than three minutes.
4. Develop a training manual for the program call center.
5. Develop a decision tree to guide customer pre screening questions.
6. Train call center representatives to provide detailed information on the program and participant expectations, to be able to discern, through screening questions, whether the caller's home is likely to offer significant greenhouse gas emission reductions, answer a wide variety of customer questions and provide a level of support and facilitation as needed and desired by each customer.
7. Input customer data, completely and accurately, into the Salesforce database.
8. Obtain customer utility waivers.
9. Respond to customer questions and handle customer complaints.
10. Coordinate with third party entities to follow up with customers interested in their programs (e.g., transfer low-income participant leads to Veterans Green Jobs or Mile High Youth Corps).
11. Coordinate with energy advisors to respond to customer questions and provide support as needed.

## **1.2 Workflow Management**

The Contractor shall be responsible for coordinating with multiple program stakeholders, including Denver staff, Denver's energy advisors, and other energy efficiency program partners and contractors, to ensure customers' participation in the program seamlessly moves from intake to audit and/or advising to action to ongoing engagement, with consistent support and in a timely manner.

Populus shall designate a project manager who will be available to meet with Denver on a bi-weekly basis and shall be primarily responsible for Populus' delivery of phone-based energy advising services.

As part of the workflow management sub-task, the Contractor shall:

1. Coordinate with Xcel energy for energy advising purposes.
2. Coordinate with contractors for energy advising purposes.
3. Assign leads to energy advisors.
4. Coordinate with City staff to meet the needs of historic preservation requirements.
5. Coordinate with Elevations Credit Union regarding loan origination and collection of loan data for DOE reporting and tracking.

6. Assist customers seeking to install Solar PV systems through the Elevations loan product with meeting the 15% DOE energy efficiency upgrade requirement.
7. Coordinate with ICF regarding updates to DOE reporting requirements as necessary.
8. Provide detailed quarterly ARRA reporting on jobs created by Populus and its subcontractors.
9. Provide monthly reporting in a format acceptable to Denver to ensure program accountability and transparency.
10. Upload and track all utility waivers to send to Xcel energy for obtaining customer energy data.
11. Other related needs as directed by Project Manager.

### **1.3 Data Management and Tracking and Customer Management System**

The Contractor shall use Salesforce to:

- Facilitate collection, tracking and reporting of detailed customer, building and program activity data, including incentives and measure adoption.
- Provide a platform for both telephone and on-line customer intake.
- Support both residential and commercial building customer intake.
- Give program staff and designated others access to authorized data.
- Provide a robust but simple-to-use customer relations management function.
- Generate regular reports to facilitate customer follow up actions (e.g., all customers whose furnace is expected to reach the end of its useful life during a specific period).
- Allow for data uploads and downloads using standard file formats.
- Update the CMS for the residential and commercial platforms based on direction from the Program Manager.

The Contractor shall facilitate the transfer of data and program information among multiple program stakeholders and participants, including but not necessarily limited to Denver staff, Denver's energy advisors, and other energy efficiency program partners and contractors, and customers.

Contractor shall capture and track data that includes, but is not necessarily limited to, customer data (e.g., address, contact info), building information (e.g., type of home, square footage), energy usage data (e.g., type of heating and cooling systems), electric and natural gas utilities and account numbers, energy usage, participation phase and activities, appliance portfolio, number of occupants, contractors assigned to jobs, each customer interaction, equipment specifications, audit report/results and recommendations, follow-up activities, rebate eligibility and application progress, financing expectations, schedule and completion dates, and activity and performance of direct installation, equipment and retrofit measures installed.

### **2. Task Two - Energy Advising**

The energy advisor provides education and support to homeowners who enroll in the Denver Energy Challenge. The Contractor shall provide phone only energy advising services from start to finish for up to 1,000 homes. The Contractor shall:

- 1) Educate consumers on the efficient uses of energy, strategies for reducing greenhouse gas emissions, options for reducing energy use, and other issues including but not limited to:
  - Discuss behavioral and low-cost retrofit actions they can take, such as describing how to program a thermostat or discussing how frequently furnace filters should be changed.
  - Review educational materials on behavioral actions and complementary GHG reduction programs (e.g., water conservation, transportation, waste reduction, etc.), described in greater detail below.
  - Review audit reports to ensure customers fully understand the results and recommendations.
  - Follow-up and be available after the audit to answer customer questions via phone and/or email.
- 2) Facilitate customer investment in energy efficiency measure installation:
  - Discuss all available rebates and incentives and assist customer to fill out and submit applicable rebate applications.
  - Explain available financing options, facilitate application process, and possibly originate financing, if applicable.
  - Design an ongoing action plan for interested customers wishing to install comprehensive upgrades over time.
- 3) Coordinate multifamily participation. In cases where residents of individual multifamily housing units, Home Owner Associations, property managers, or multifamily apartment building owners are interested in participating in the program, the energy advisor will coordinate, to the extent possible, with various actors to schedule audits, identify common installation recommendations and install direct measures within multiple units and/or common areas. Where appropriate, given building conditions, technical and equipment characteristics and cooperation by participating customers, the energy advisor may recommend opportunities for deeper retrofits. Contractor shall have capacity to enroll approximately 30 multi-family units on a monthly basis.
- 4) Provide ongoing measure installation support and facilitation, as requested by customers.

### **3. Task Three - Contractor Management**

Contractor shall provide contractor management related tasks at 13 hours per week. These tasks include:

- Maintaining small contractor pool
- Offering one-on-one attention to pool members
- Maintaining combined Boulder and Denver contractor guideline document
- Performing orientation as needed

### **4. Task Four - Quality Assurance**

Contractor shall conduct 3 inspections a month for attic insulation and air sealing jobs in the program. Contractor shall check the following:



<b>Denver Energy Challenge Attic Insulation and Air-Sealing Checklist</b>	
<b>Item Complete?</b>	
	Thermal Boundary Continuous and supports insulation Load
	Minor attic penetrations sealed (e.g. wiring, plumbing, ducting). Continuous seal around joints, seams cracks, edges, penetrations and connections.
	Proper Sealants and materials used. Non-combustible materials used around ignition sources (e.g. Flues, Chimneys, Vents)
	Proper clearance provided around combustion sources. <b>(Take Picture)</b>
	Rigid dam (wood or better) having height greater than surrounding insulation is constructed to ensure insulation does not fall into access opening. <b>(Take Picture)</b>
	Attic access hatch is insulated to same R-value as surrounding insulation and is permanently attached to hatch cover. Hatch cover is properly gasketed
	Non insulation contact (IC) lights have an air tight enclosure taller than the surrounding insulation. 3" of clearance is maintained. Top of enclosure has an R value not to exceed R.5
	Knee wall insulation has 6-sided encapsulation with proper insulation/air barrier alignment and has all gaps cracks and penetrations sealed
	Install attic depth markers no less than 1 for every 300sqft <b>(Take Broad attic picture)</b>
	Blow all insulation level and to depth indicated on manufacturer's coverage chart for desired R-value
	Signed and dated attic card properly filled out and given to homeowner. <b>(Take Picture)</b>
	Existing attic ventilation maintained thru use of baffles and dams
	<----Record Blower door number(cfm50)

Contractor shall report back the Program Manager and energy advisor any violations and track all inspections in Salesforce.

**Table 1. Energy Efficiency Program Support Rates/Budget**

<b>Task</b>	<b>Unit</b>	<b>Rate</b>	<b>Not to exceed Budgeted Amount</b>
1. Customer Support			
1.1 Call Center/Energy Advisor Hotline	Monthly cost	\$20,000	\$180,000.00
1.2 Workflow management	N/A	Included	Included
1.3 Data Management and Tracking	Monthly cost	\$1500	\$13,500.00
2. Energy Advising	Monthly cost	\$6,400	\$57,600.00
3. Contractor Management	Monthly cost	\$4,000	\$ 32,000.00
4. Quality Assurance	Per inspection	\$475	\$ 12,825.00
<b>Total</b>			<b>\$295,925.00</b>