

## **FIFTH AMENDATORY AGREEMENT**

This **FIFTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CLEARRESULT CONSULTING, INC.**, a Texas corporation with its principal place of business located at 4301 Westbank Drive, Suite 300A, Austin, Texas 78746 (formerly **POPULUS, LLC**, a limited liability company with its principal place of business located at 1722 14<sup>th</sup> Street, Suite 210, Boulder, CO 80302) (the “Contractor”), jointly (“the Parties”).

### **WITNESSETH:**

**WHEREAS**, the Parties entered into Agreement dated April 4, 2012, a First Amendatory Agreement dated December 4, 2012, a Second Amendatory Agreement dated April 8, 2013, a Third Amendatory Agreement dated January 13, 2014 and a Fourth Amendatory Agreement dated December 10, 2014 (collectively, the “Agreement”) for the purpose of providing loan advising and approvals, customer support, data management, work flow management, energy advising, energy advisor training, and other project management support for the Denver Energy Challenge; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and modify the scope of work;

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. **Exhibit A-3**, attached and incorporated into the Fifth Amendatory Agreement by this reference, is the amended Scope of Work and Rate Table. For all services provided on or after the date this Fifth Amendatory Agreement becomes effective, all references to “Exhibit A,” “Exhibit A-1” and “Exhibit A-2” on the Agreement are hereby amended to read and mean “**Exhibit A-3**.”

2. Paragraph 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“3. **TERM**: The Agreement will commence on April 1, 2012 and will expire on October 31, 2018 (the “Term”).”

3. Paragraph 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby deleted in its entirety and replaced with:

“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 **Exhibit A-3 Scope of Work and Rate Table**. Amounts billed may not exceed the rates and budget set forth in Exhibit A-3.

b. **Reimbursable Expenses:** There shall be no reimbursable expenses; all Contractor costs are paid as a part of the rate structure provided in **Exhibit A-3**.

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 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 Amounts:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION SEVEN HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED NINETY TWO DOLLARS (\$2,788,992.00)** (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 **Exhibit A-3**. Any services performed beyond those in Exhibit A-3 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.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Fifth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:**

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:

By \_\_\_\_\_

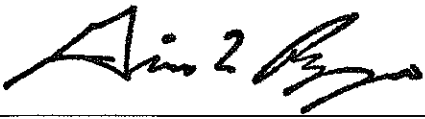
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: ENVHL-201204731-05

Contractor Name: CLEARRESULT CONSULTING, INC.

By: 

Name: Gino Porazzo  
(please print)

Title: COO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## EXHIBIT A-3

### Scope of Work and Rate Table Contract Control Number ENVHL-201204731-05 Energy Efficiency Program Support Services

CLEAResult Consulting, Inc. (“Contractor”) is contracted to perform the residential energy efficiency program of the City and County of Denver (“Denver”), the Denver Energy Challenge, as described below.

#### 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 Contractor 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 be used to direct residential 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, and/or housing characteristics; and schedule initial customer audit or advisor session.

Call center staff (energy advisors) 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. Energy advisors 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 55 monthly new residential enrollments.

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 accounts.

Following the above intake steps, energy advisors will follow through with the customer. As part of the call center sub-task, the Contractor shall:

- 1) Operate the center with call center advising available from 8 AM –5 PM, Monday through Friday.
- 2) Employ trained call center representatives to respond to customers in English and, if a Spanish speaker is requested, make accommodations to assist.

- 3) Respond to every call with personal interaction and return calls within 24 hours if messages are left.
- 4) Maintain a training manual for the program call center.
- 5) 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.
- 6) Input customer data, completely and accurately, into the Salesforce database.
- 7) Obtain customer utility waivers.
- 8) Respond to customer questions and handle customer complaints.
- 9) Coordinate with third party entities to follow up with customers interested in their programs (e.g., transfer low-income participant leads to Energy Resource Center).
- 10) Coordinate with energy advisors to respond to customer questions and provide support as needed.

## **1.2 Energy Advising**

The energy advisor provides education and support to homeowners who enroll in the Denver Energy Challenge while helping to move the homeowner through the energy upgrade process. The responsibilities of the energy advisor can be broken into several project phases. The Contractor shall:

- 1) Provide technical assistance during phone advising appointments or walkthrough home visit appointments which may include:
  - In-Person Home Visits: A home visit is a visual inspection of building components, envelope characteristics, mechanical systems and household appliances provided by the energy advisor. This model will include (when accessible and desired by homeowner) a visual inspection of mechanical systems and typical trouble spots to identify major deficiencies and "low hanging fruit" conservation opportunities. In-person home visits will be provided for up to 15 homes per month.
  - Phone Advising: A phone advising appointment will include a series of questions in order to help the homeowner move forward with his/her desired actions. Phone appointments will be provided for up to 40 homes per month.
- 2) Phone advising and home visits will educate consumers on the efficient uses of energy, strategies and options for reducing energy use, and other issues which shall include but not be limited to:
  - Providing the homeowner an overview of the Denver Energy Challenge services and collecting the required paperwork, including the Utility Bill Release Form (URF) and Statement of Understanding (SOU);
  - Discussing or walking through the customer's home to point out and discuss behavioral and low-cost retrofit actions they can take, such as demonstrating how to program a thermostat or looking at furnace filters and discussing how frequently they should be changed;
  - Reviewing audit reports to ensure customers fully understand the results and recommendations (if applicable);

- If customer also receives an audit, following-up and being available after the audit to answer customer questions via phone and/or email; and
  - Assisting the homeowner in creating an Energy Action Plan
- 3) Facilitate customer investment in energy efficiency measure installation, which shall include but not be limited to:
- Discussing all available rebates and incentives and assisting customer in filling out and submitting applicable rebate applications;
  - Explaining available financing options through the Denver Energy Challenge and others as they become available, facilitating application process, informing of State Historic Preservation Compliance for loan approval and possibly originating financing, if applicable;
  - Maintaining/modifying energy action plan for interested customers wishing to install comprehensive upgrades over time;
  - Assisting homeowner in the contractor bidding process: contacting / interacting with Insulation/Air-Sealing Contractor to help the homeowner schedule visits, if necessary or desired. Reviewing contractor proposals with homeowner;
  - Tracking reporting requirements from the Department of Energy; and
  - Tracking all interactions with homeowner in the Customer Management System (CMS).

### **1.3 Workflow and Data 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.

Contractor shall designate a project manager who will be available to meet with Denver on a monthly basis (via phone or in person) and shall be primarily responsible for Contractors’ 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 or other credit unions providing program energy loans 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) Provide monthly reporting in a format acceptable to Denver to ensure program accountability and transparency.
- 8) Upload and track all utility waivers to send to Xcel energy for obtaining customer energy data.



- 9) Assist with other related needs as directed by Project Manager.

The Contractor shall use Salesforce to:

- 1) Facilitate collection, tracking and reporting of detailed customer, building and program activity data, including incentives and measure adoption.
- 2) Provide a platform for both telephone and on-line customer intake.
- 3) Support residential building customer intake.
- 4) Give program staff and designated others access to authorized data.
- 5) Provide a robust but simple-to-use customer relations management function.
- 6) 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).
- 7) Allow for data uploads and downloads using standard file formats.
- 8) Update the CMS for the residential 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.

#### **1.4 Special Projects as Assigned.**

As directed by Project Manager, Contractor shall provide other energy efficiency program related tasks on an as needed basis not to exceed \$27,000 annually, including but not limited to:

- 1) Bi-annual energy data collection and upload from Denver's Office of Strategic Partnerships (DOSP).
- 2) Coordination with the Project Manager to collect and upload DOSP data and create annual dashboards to reflect upgrades.
- 3) Other special projects as needed.

#### **1.5 Contractor Management**

Contractor shall provide contractor management related tasks at 13 hours per week covered by a monthly fee of \$4,000 with an annual budget of \$7,000 for workforce development trainings.

These tasks include:

- 1) Maintaining a small contractor pool;
- 2) Offering one-on-one attention to pool members;
- 3) Maintaining a combined Boulder and Denver contractor guideline document;

- 4) Performing orientation as needed;
- 5) Planning and executing workforce development trainings; and
- 6) Working with contractors to support use of program supported lending products.

### **1.6 Quality Assurance**

Contractor shall inspect jobs completed in the program, prioritizing loan-related work accounts, per month for attic insulation and air sealing up to 30 units total each year. Contractor shall utilize Insulation and Air Sealing Checklist during inspections

**TABLE 1. Annual Energy Efficiency Program Support Rates/Budget for 2016, 2017 and 2018**

<b>Task</b>	<b>Unit</b>	<b>Rate</b>	<b>Not to exceed Budgeted Amount</b>
1. Customer Support 1.1 Call Center 1.2 Energy Advising 1.3 Workflow and Data Management	Monthly fee providing capacity for 40 phone appointments and 15 field visits each month. Not to exceed yearly total of 480 phone and 180 field visits. Additional capacity billed at \$200 phone, \$400 field.	Base monthly fee of \$14,000	\$176,000.00 (\$168,000 base fee + \$8,000 for additional enrollments if needed throughout the year)
1.4 Special Projects	Hourly Cost	\$75/hour	\$ 27,000.00
1.5 Contractor Management	Monthly cost	\$4,000	\$ 55,000.00 (\$48,000 base fee + \$7,000 workforce trainings)
1.6 Quality Assurance	Per inspection	\$475 (30 per year)	\$ 14,250.00
<b>Total annual contract budget</b>			<b>\$272,250.00</b>