

FIRST AMENDATORY AGREEMENT

THIS FIRST 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, 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 and increase the maximum amount of the contract as follows; and

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 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.

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.

12-0177-A

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION TWELVE THOUSAND FOUR HUNDRED FORTY-TWO DOLLARS AND NO CENTS (\$1,012,442.00)** (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-201204731-01

Contractor Name: POPULUS LLC

By: Laura Hutchings

Name: LAURA A HUTCHINGS
(please print)

Title: CEO + PRINCIPAL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: ENVHL-201204731-01

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 _____



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, Symbiotic and Recharge Colorado program personnel, and other energy efficiency program partners and contractors; track all program data and manage data exchange; 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

A program dedicated telephone number will be set up to direct 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. 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. The call center will also be equipped to do phone only energy advising (energy advisor hotline) for homeowners who sign up for the finance program or who do not wish to have in-home assessments or advising.

The call center shall have capacity for 4,800 annual new enrollments (residential or commercial) as well as energy advisor hotline services, including data and form collection, for up to 2,400 homes annually.

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.

Following the above intake steps, call center staff will assign an audit firm and/or energy advisor to the scheduled appointment.

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 Saturday.
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, Symbiotic and Recharge Colorado program personnel, 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 dedicate a full-time-equivalent (1 FTE) project manager to coordinate with all program stakeholders and coordinate the delivery of the call center and energy advising services.

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

1. Coordinate with Xcel energy and/or contractors to refer clients to their audit program.
2. Assign leads to energy advisors.
3. Coordinate and meet the needs of historic preservation requirements.
4. Coordinate with Elevations Credit Union regarding collection of loan data for DOE reporting and tracking.
5. Assist customers seeking to install Solar PV systems through the Elevations loan product with meeting the 15% DOE energy efficiency upgrade requirement.

6. Coordinate with Symbiotic regarding updates to DOE reporting requirements as necessary.
7. Provide detailed quarterly ARRA reporting on jobs created by Populus and its subcontractors.
8. Provide monthly reporting in a format acceptable to Denver to ensure program accountability and transparency.
9. 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 buildings.
- 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.

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, Symbiotic and Recharge Colorado program personnel, 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 in-home energy advising services from start to finish for up to 1,400 homes. The Contractor shall:

- 1) Provide technical facilitation during walkthrough audits
 - Walkthrough Audit: A walkthrough audit is a visual inspection of building components, envelope characteristics, mechanical systems and household appliances provided by the energy concierge. This model will include a visual inspection of insulation levels, mechanical systems and typical trouble spots to identify major deficiencies and "low hanging fruit" conservation opportunities. Walkthrough audits may be provided for particular single family homes,

individual units in multifamily housing, mobile homes or common areas in multifamily housing as appropriate (determined through customer pre-screening).

- 2) 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:
 - Walkthrough 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.
 - Review educational materials on behavioral actions and complementary GHG reduction programs (e.g., 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.
 - Present technical and educational information to housing associations and/or multiple tenants and associated owners in applicable multifamily buildings.
- 3) 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.
- 4) 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 concierge 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 concierge may recommend one of the program's multifamily auditors to evaluate building characteristics and opportunities for deeper retrofits.
- 5) Provide ongoing measure installation support and facilitation, as requested by customers.

2.1 Energy Advisor Training

Provide a series of 4 trainings to improve the sales and advising skills of energy advisors throughout the Denver Energy Challenge program. Create a knowledgebase in Salesforce that contains program information regarding rebates, tax credits, answers to commonly asked questions, including building science questions, in a keyword searchable format.

2.2 Special Projects

Upon written authorization from the City, Contractor shall provide additional energy efficiency program related tasks on an as needed basis not to exceed the budgeted amount of \$72,572.00, in accordance with the unit rates specified in Table 1 or as negotiated by agreement of the Parties.

2.3 Contractor Management- Special Projects

Upon written authorization from the City, Contractor shall provide additional contractor management related tasks on an as needed basis not to exceed the budgeted amount of \$41,000.00, in accordance with the unit rates specified in Table 1 or as negotiated by agreement of the Parties. The grant under which this contract is funded aims to achieve market transformation of the contractor community. The final months of the grant period, through May of 2013, will involve extensive planning around a set of yet to be defined goals for contractor management. Contractor will assist in the planning and development of a contractor management system.

Table 1. Energy Efficiency Program Support Rates/Budget

Task	Unit	Rate	Not to exceed Budgeted Amount
1. Customer Support			
1.1 Call Center	Monthly cost	\$37,537.50	\$450,450.00
1.2 Workflow management	Monthly cost	\$8,341.67	\$100,100.04
1.3 Data Management and Tracking	N/A	Included	Included
2. Energy Advising	Monthly cost	\$26,693.33	\$320,319.96
2.1 Energy Advisor Training	Per Training	\$7,000	\$ 28,000.00
2.2 Special Projects as directed	TBD	TBD	\$ 72,572.00
2.3 Contractor Management- Special Projects	TBD	TBD	\$ 41,000.00
Total			\$1,012,442.00