

Date: February 15, 2018

Project Description: Efficiency Services Group, LLC (ESG) under Professional Services Agreement (“Agreement”) between SCPPA and Consultant dated February 18, 2016.

Participating SCPPA Member(s) (if applicable): Riverside Public Utilities

Consultant: Efficiency Services Group, LLC (ESG).

SCPPA Contract No.: 2015-023

Consultant, SCPPA and the participating Member(s) (“Participant(s)”) identified above (if any) agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement (“Agreement”) between SCPPA and Consultant dated February 18, 2016, except as specifically modified herein.

Scope of Services

1. ESG to deliver the Keep Your Cool (KYC) Program (direct installs), Comprehensive Energy Audits, Energy Efficiency Consulting Services, and other services further described in Exhibit A-1, “Scope of Services” (or “Services”) detailed and specified Professional Services Agreement dated February 18, 2016. Detailed procedures and practices to be followed while performing the Scope of Services, including completion acceptance, shall be as set forth in the Scope of Services or a work order issued thereunder.

Task 1: The Keep Your Cool (KYC) Program of \$100,000.00

Task 2: From Exhibit A-1, RPU will only subscribed to the measures shown on supplement Exhibit A-1

Compensation and Schedule

Representative(s) of Participating Member(s)

Ryan McManus
Account Manager
Riverside Public Utilities
3750 University Ave. 3rd Floor
Riverside, CA 92051

Amendment(s) to the Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

and;

EFFICIENCY SERVICES GROUP, LLC

By: _____
MARK GOSVENER
Chief Operating Officer

Participant's Acknowledgement and Agreement

By signing this Task Order, Participant agrees to reimburse SCPPA for all fees and expenses invoiced by Consultant and will be responsible for all payment obligations incurred by SCPPA in connection with the work performed at the direction of or on behalf of Participant. Participant agrees to hold SCPPA and all other SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participant.

Riverside Public Utilities

By: _____
JOHN A. RUSSO
City Manager

Certified as to Available of Funds:

APPROVED AS TO FORM:

By: _____
Director of Finance

By: _____
Assistant City Attorney

Exhibit A-1

SCOPE OF SERVICES

The goal of the *Keep Your Cool* (KYC) program is to help commercial business owners save a significant amount of energy through the installation of targeted, best practice measures that are low-risk and high return. Combined with additional benefits such as job creation/retention, increased awareness of energy efficiency in the commercial market sector, and driving sustainability through equipment price reductions, the program is well positioned to meet the goals of SCPPA's Members. Issued under the Agreement between SCPPA and Efficiency Services Group, LLC (ESG), this Scope of Services describes the scope of services and compensation to implement KYC for Riverside Public Utilities (RPU).

This Scope of services is effective as of the date of RPU's Agreement Letter to SCPPA, and shall remain in effect until June 30, 2018 (or until all funds are exhausted, if prior to June 30, 2018).

Task 1: Contract Management

Subtask 1.1: Development of Program Scopes and Budgets

ESG will work directly with RPU to develop a KYC program scope and budget that meets the unique goals and objectives of RPU. This process will include, but not be limited to, use of a budget analysis tool which allows RPU to customize their measure portfolio, target penetration rates and incentive levels. ESG will provide program and technical guidance to ensure RPU's KYC program is the best fit for their service territory.

Subtask 1.2: Invoicing

Monthly invoices will be submitted to SCPPA requesting reimbursement of expenses for projects completed the prior month. ESG's invoices will associate all project expenses with this Scope of Services for RPU's KYC program. Invoices will be reviewed and approved by RPU prior to submission to SCPPA.

Subtask 1.3: Budget Tracking

Project expenses billed to SCPPA for RPU's KYC program will be tracked on a monthly, fiscal year-to-date and program-to-date basis. ESG will maintain a budget tracker which compares the fiscal year-to-date expenses to the fiscal year budget so as to ensure funds are not exceeded under this Scope of Services.

Subtask 1.4: Subcontractor Management

ESG will be responsible for the quality of work of all subcontractors utilized under this Scope of Services. RPU's single point-of-contact will be ESG under this Scope of Services.

Task 2: Program Delivery

Subtask 2.1: Program Development

The purpose of this task is to prepare for program launch. This may include updating program content (marketing materials, website, forms etc.), creating program templates (such as RPU's letter introducing the program), pre-ordering materials, recruitment and training of installation subcontractors, and program training for RPU staff.

Subtask 2.2: Customer Recruitment

The purpose of this task is to market the program to potential customers in RPU service territory. The ultimate goal of this task is to enlist customers and schedule their retrofit installations.

KYC's recruitment strategy is multi-faceted and includes: 1.) a postcard campaign to alert prospects; 2.) site visits from KYC Auditors following leads generated by direct mail or the website; and 3.) systematic cold-calls by KYC Auditors. Making sure that every customer has multiple interactions with the program is the key to avoiding lost opportunities.

Subtask 2.3: Site Audit Report

Customers who express interest in the program will receive a site audit by a KYC Auditor. The auditor will check existing refrigeration equipment at their facility for retrofit opportunities. Each piece of equipment will be labeled with a unique serial number and any future work done to that equipment will include a reference to that serial number. Digital photographs will be taken to record the specifications and/or the condition of the equipment, whether or not it is to be retrofit.

The KYC Auditor will record their findings and prepare an audit report for the customer. The audit report will detail all recommended energy efficient measures, the energy and monetary savings calculations, what incentives are available and what co-pays, if any, would be required. The KYC Auditor will submit the audit report and documentation to KYC administration via the online scheduling system.

KYC Auditors will follow up with customers who require extra time to make a decision, have additional questions or must meet requirements specific to their business (e.g. corporate approval) at a minimum of weekly intervals until the customer accepts or declines participation.

Subtask 2.4: Project Logistics

Once a customer signs the required participation paperwork, KYC administration will take responsibility for coordinating successful project delivery. This includes preliminary estimates of inventory required for the project, as well as reserving funds in RPU's KYC budget to avoid oversubscription of this Work Order.

Meanwhile, the KYC Operations Manager will review the project and issue a pre-inspection order. If a discrepancy is discovered during the pre-inspection visit, the installer may write a change order for the job. If the change order increases the customer expense or in any way adversely affects the expected value of the project, the customer will be notified and must approve the change order.

Once the pre-inspection report is returned and any changes are authorized, the project will be approved for production.

Subtask 2.5: Retrofit Installations

The project installation work will be scheduled and completed within 30-days. Measures will, on average, be installed within two weeks of the customer's acceptance of the project proposal. Installers will arrive at the scheduled time, greet the customer or their employee, and identify themselves as a representative of RPU and the *Keep Your Cool* program.

Upon completion of the retrofit, the installer will provide the customer with an explanation of all work that was performed. If the work meets the customer's approval, they will be asked to sign a Project Completion Form. If the job cannot be completed in that day, the installer will let the customer know when they will return to complete the job. In the event a customer is not satisfied with the work and chooses not to sign the Project Completion Form, the installer will attempt to rectify the customer's concerns. If immediate resolution is not possible, the installer will seek guidance from their direct superior and/or the KYC Operations Manager. If a resolution still cannot be achieved, ESG will make a determination of the best course of action, which may include consultation with RPU. In the event the issue is a result of contractor negligence, ESG may elect to remove the contractor from the program and hire a new contractor to complete/repair issues on the job.

Subtask 2.6: Quality Assurance / Quality Control

All materials installed under this scope of services are new and sourced from the best known suppliers. Upon request, ESG can provide data sheets for all products installed in the KYC program.

A key component to validating energy savings is performing Quality Control (QC) field verifications. These post-installation visits will be conducted by ESG on a minimum of 25% of the projects that are completed under this Work Order.

During the QC field verification visits, ESG staff will verify that all measures reported by the installer are accounted for in the building and that the measures are working properly. In the event that a discrepancy or improper installation is identified, ESG will take steps to ensure the work is rectified within 10 working days and ESG will conduct a follow-up visit to verify.

Subtask 2.7: Program Metrics

The measures installed, date of installation, and estimated energy savings and demand reduction will be tracked on an ongoing basis during the course of RPU's KYC program. Monthly reports will be prepared for RPU and will detail the activity for the month and program-to-date in their service territory. A separate report will be prepared for RPU's fiscal year which will include all of the data required to report the retrofit projects in the current version of the EE/E3 model.

Keep Your Cool

COMPENSATION

1. The reimbursement levels per measure unit are shown in

Measure	Cost Unit	Price Per w/QC Inspections
ASH Controller: Coolers	door	\$216.96
ASH Controller: Freezers	door	\$338.11
Auto Door Closer: Reach-In	closer	\$167.91
Auto Door Closer: Walk-In	closer	\$220.91
Door Gasket	linear feet	\$11.50
ECM Motor Controller	controller	\$1,316.42
LED Canopy Light	fixture	\$820.00
LED Case Light	fixture	\$416.90
T8-LED	lamp	\$29.00
Programmable EC Motor (3/4 HP, 5.6A)	motor	\$712.25
Programmable EC Motor (1/2 HP, 4.0A)	motor	\$681.96
Programmable EC Motor (1/3 HP, 2.6A)	motor	\$586.55
Programmable EC Motor (1/15 HP, 1.8A)	motor	\$325.08
Programmable EC Motor (1/47 HP, 1.1A)	motor	\$264.51
Programmable EC Motor (1/5 HP, 3.2A)	motor	\$575.94
Strip Curtain: Walk-in	square feet	\$13.90

2. The reimbursement level per site shall not exceed \$25,000 (inclusive of overhead).