

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ELEVATE ENERGY
AND THE CITY OF ANN ARBOR
FOR ENERGY EFFICIENCY AND ELECTRIFICATION SUPPORT**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Elevate Energy ("Contractor"), a foreign nonprofit corporation with its address at 322 S. Green Street, Suite 300, Chicago, IL 60607. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Office of Sustainability and Innovations.

Contract Administrator means Dr. Missy Stults, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means Energy Efficiency and Electrification Support.

II. DURATION

The term of this Agreement shall be for three years. The initial three-year term shall begin on December 6, 2022 ("Commencement Date") and expire on December 6, 2025. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

Subject to the availability of funding, this Agreement may be extended by the City Administrator for one additional two-year period subject to the same terms and conditions by providing Contractor written notice thirty (30) days before the expiration date of this Agreement.

III. SERVICES

- A. The Contractor agrees to provide Energy Efficiency and Electrification support, guidance, policy support, and administrative assistance ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor

written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Henry Love

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Missy Stults
Sustainability and Innovations Director
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any

instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR ELEVATE ENERGY

By _____

Name: _____

Title: _____

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance

Service Area Administrator Type Name

Milton Dohoney Jr., City Administrator

Approved as to form and content

Atleen Kaur, City Attorney

EXHIBIT A SCOPE OF SERVICES

The City of Ann Arbor has set the ambitious and essential goal of a just transition to community-wide carbon neutrality by the year 2030 (known as [A²ZERO](#)). Guiding this goal is the City's "Living Carbon Neutrality Plan", which includes seven strategies and forty-four actions. Two of the strategies outlined in [A²ZERO](#) are strategy 3: improving the efficiency of our homes/businesses/etc., and strategy 2: converting our appliances and vehicles to electric. While scientifically necessary, the City understands that, when viewed as isolated pathways, some actions are not always financially or technically simple, especially for those with lower incomes. Therefore, the City is looking for a consultant to help support the City's policy and programmatic initiatives aimed at ushering in a carbon neutral future in a just fashion.

Below are a series of interconnected tasks the City's Office of Sustainability and Innovations and Community Services Division are seeking consultant support to administer. Organizations interested in bidding on the below scope should submit a proposal, highlighting the firm's qualifications, previous experience, and ability to perform all tasks as outlined. For each Task, the consultant should submit the job title(s) and hourly rate(s) for the individuals that would perform the given task. This will provide the City with the flexibility to increase or decrease work in each area given budget considerations. Note that the City is only interested in firms able to complete all the tasks outlined below and that the City is not looking for a single budget proposal, but hourly rates and staff capable of undertaking each task.

TASK ONE: LOW INCOME SUSTAINABILITY GRANT ADMINISTRATOR

In the summer of 2022, the City launched a Low-income Sustainability Grant (LISG) program to support households making 80% area median income or less with undertaking actions that would improve home comfort, safety, and efficiency. This program will provide up to \$10,000 per eligible household to make upgrades to their dwelling that advance sustainability and health. To implement this program, the Office of Sustainability and Innovations (OSI) is seeking a Consultant to coordinate contractors, ensure required work gets completed and contractors paid, make sure work meets all code requirements, and is done to the satisfaction of the City. More specifically, the City is looking for a consultant to:

Serve as the General Contractor

As the General Contractor (GC), the consultant will:

1. Help the City finalize all application materials.
2. Work with the City to promote the program and get residents to apply.
3. Review applications to ensure applicants are qualified under the terms of the program.
4. Coordinate with eligible residents to schedule energy assessments from qualified Michigan Saves approved contractors.
5. Explain the results of the energy assessments to residents and work with residents to determine which improvements should be made to provide the most resident-centered benefit.
6. Provide a list of qualified Michigan Saves contractors that could perform the agreed upon scope of work. Secure resident's interest for which contractors to engage.
7. Coordinate with the resident to schedule all work to be completed with the contractors chosen by the resident.

8. Coordinate with the resident and contractors to ensure job scope is completed, including any permitting requirements and final documents such as workmanship warranties, completion certificates, and device warranties.
9. Coordinate with the resident to schedule follow-up energy assessments.
10. Coordinate with the City to ensure all contractors are paid for the services they provide. Funds will flow from OSI to Consultant who will then distribute the funds to the contractors.

Create Educational Materials

Many of the upgrades under the LISG program might be unfamiliar to residents (e.g., heat pumps, induction stoves). To help residents understand how to operate their new appliances efficiently and ensure warranties are enforceable, the Consultant will develop educational materials and review those materials with the resident after the appliances/improvements have been installed. Consultant should develop easy to use leave behind materials as well. All materials will be shared with the City and available for use in other City-wide programming.

Reporting and Accountability

The Consultant will prepare and submit monthly reports to OSI on the work completed, challenges faced, and opportunities for improvement. Reports will also serve as a form of accountability for administering the LISG. Reports must include each of the following for the reporting period and to date:

1. The number of applications received
2. The number of applications approved for funding
3. The amount of funding distributed, broken down by resident
4. A list of upgrades implemented in each home
5. The results of the pre- and post- energy audits
6. Suggestions for improvement

Lessons Learned Report

OSI plans to ramp up the LISG after this initial time-period, especially if the 2022 Community Climate Action Millage is approved by the public. To better scale up this program, by the end of June 2023, the Consultant will prepare a report of lessons learned and suggestions to best meet the needs of the participating residents.

Timeline for Low Income Sustainability Grant Program

The initial pilot of the LISG program will be from November 2022 – June 2023. For this pilot period the City has \$300,000 to disperse and all funds must be distributed by June 30, 2023.

If the program is successful, and the 2022 Community Climate Action Millage is approved by the public, there will be an opportunity for both massive growth and expansion of this service.

TASK TWO: DESIGN, TRAIN, AND HELP ADMINISTER THE CITY'S RESIDENTIAL DECARBONIZATION ASSESSMENT

For nearly two years, the City has been working with Community Action Network and the residents of the Bryant neighborhood to design the nation's first carbon neutral, existing low-income neighborhood. This program has seen modest success, but dedicated attention is needed if the program is to achieve its ultimate objective. In particular, the City and partners have secured funding to create and test a resident-designed energy assessment in multiple homes in the

neighborhood. This assessment is proving valuable for Bryant but could be useful across the entire City. As such, the City is seeking a consultant to take the work done to-date in Bryant and turn the technical assessment methodology created into a holistic assessment that any homeowner or renter in Ann Arbor could use (with or without the assistance of a technical energy assessor) to understand the actions they can take to reduce their energy usage, improve comfort, and enhance safety within their homes. This assessment must include energy waste reduction opportunities, beneficial electrification opportunities, onsite solar and storage potential, air quality assessments, onsite stormwater management potential, and any other assessments necessary to create a roadmap for how the residential unit could become carbon neutral. The final assessment must also include details about potential actions, the costs, the incentives or rebate programs available, and a proposed timeline for making improvements. More specifically, the City is seeking a Consultant to:

Create an A²ZERO Home Decarbonization Assessment

The selected Consultant will be responsible for taking all methodologies and feedback on methodologies collected to-date and compiling them into a single A²ZERO Home Decarbonization Assessment. This assessment must have at least two versions:

1. A simple version that any resident can administer on their own; and
2. A detailed version that a qualified energy assessor can administer

The assessment must include information on energy efficiency opportunities, beneficial electrification opportunities, onsite solar and storage potential, onsite stormwater management opportunities, and solutions to improve indoor air quality. Where onsite opportunities do not exist, the Consultant must recommend offsite programs to help lower the resident's footprint.

The final A²ZERO Home Decarbonization Assessment must also include information on the cost of potential improvements, rebates and incentives available to support potential improvements, and a recommended timeline for making improvements based on the urgency, financial viability, and health concerns found during the A²ZERO Home Decarbonization Assessment.

Train Energy Contractors and City Staff on the A²ZERO Home Decarbonization Assessment

The selected Consultant must create a training program (virtual, in person, or both) and conduct at least biannual training for local energy assessors and City staff on the A²ZERO Home Decarbonization Assessment. The training must be engaging and the content of the training capable of lasting for multiple years with only modest updates. All final training materials must be shared with the City of Ann Arbor. Additionally, training materials must be shared with Michigan Saves and through the Michigan Catalyst Communities program.

Create Educational Materials about the A²ZERO Home Decarbonization Assessment

The Consultant must develop a series of educational outreach materials for homeowners and renters about the A²ZERO Decarbonization Assessment, its value, and why they should be seeking an assessor capable of administering it. These materials should be provided in a variety of outreach formats and for audiences of various interest levels. All final outreach materials must be shared with the City. The Consultant must work with the OSI in creating outreach and training materials to ensure the materials are consistent with other OSI initiatives.

Help Administer the A²ZERO Home Decarbonization Assessment

The Consultant will help the City administer the A²ZERO Home Decarbonization Assessment, especially in the Bryant neighborhood and in other areas in which the Ann Arbor Housing

Commission, Avalon, and Community Action Network heavily operate. This includes conducting the assessment and/or supporting residents with directly conducting the assessment on their own, answering questions, and helping identify the incentives and rebates that residents may be able to leverage to implement identified solutions.

Timeline for A²ZERO Home Decarbonization Assessment

This scope of work will begin in early 2023 and carry forward during the duration of the contract. If the program is successful, and the 2022 Community Climate Action Millage is approved by the public, there will be an opportunity for both massive growth and expansion of this service.

TASK THREE: ADVISE AND SUPPORT ADMINISTRATION OF THE CITY'S ENERGY CONCIERGE PROGRAM

In the fall of 2022, the City provided a contract with Elevate and partners to design and beta test an energy concierge service. The purpose of the energy concierge is to provide a one-stop, people service where residents can go to get advice, guidance, and support in their climate actions. The beta version of the energy concierge will be tested in a small subset of homes in Ann Arbor. If useful, the City is seeking Consultant services to:

Administer the City's Energy Concierge Program

The Consultant will lead administration of the Energy Concierge program, including providing the people services necessary to answer constituent questions, point residents towards proper and appropriate resources, and direct people to city, utility, state, and federal rebate and incentive programs. Administration includes working with the local and regional contractor landscape to ensure folk are aware and educated on Ann Arbor's climate and equity goals and have the capacity to provide the required skills and services. It may also mean working with local contractors to develop support for additional workforce training and development to fill any capacity gaps that exist.

Advertise the Program

The Consultant will develop advertising and outreach materials and work with the City and collaborators to distribute materials about the energy concierge. The intent of this action is to ensure as many City of Ann Arbor residents as possible are aware of the program and can access it, as needed, to identify and implement energy and health saving opportunities. Outreach and advertising materials should be developed to attract people from a variety of backgrounds by using a variety of medium, messages, and messengers.

Annual Report on the Program and Provide Recommended Adjustments

The Consultant must provide an annual report on the efficiency and impact of the Energy Concierge program, including details regarding the number of people served, the impacts of the concierge (e.g., GHG reductions, cost savings, health improvements), and opportunities for improvement.

Timeline for Energy Concierge

This scope of work will begin in mid-2023 and carry forward during the duration of the contract. If the program is successful, and the 2022 Community Climate Action Millage is approved by the public, there will be an opportunity for both growth and expansion of this service.

TASK FOUR: ELECTRIFICATION SUPPORT

As outlined in Strategy 2 of the A²ZERO Plan, the City is working to support large scale electrification of homes, businesses, recreational sites, and vehicles. Supporting this work necessitates working collaboratively with the public, decision makers, our utility, appliance manufacturers, contractors, and others to create an ecosystem to support large-scale electrification. While the City has much of the skills, capacity, and expertise to move this work forward, the City wants to ensure that this work is done holistically and thoughtfully. As such, the City is looking for a Consultant to serve as a strategic advisor around beneficial electrification. Specifically, the City is seeking a Consultant to:

Provide Strategic Planning and Strategy Advice on Electrification

The Consultant will join City staff during planning sessions and on key meetings to explore opportunities, constraints, and needed actions to support large-scale electrification of appliances, homes, businesses, and vehicles. This includes working directly with the City and the investor-owned utility to understand hosting capacity, circuit capacity, upgrade opportunities, future development priorities, and areas for greater collaboration between the City and the utility to ensure proper electrical capacity exists. This also includes helping devise strategies to support greater energy waste reduction and renewable energy adoption to reduce the demand on the grid as greater electrification takes place.

The Consultant will provide as needed support to staff in answering constituent questions and concerns, helping in the development reviews process, as needed, and join staff in meetings with developers, as needed, to help support beneficial electrification of new buildings.

The Consultant will also work with staff to design programs and incentives to support beneficial electrification retrofit programs for existing homes and businesses. This will include a market study to understand what rebates are most effective, guidance on utility rate structures that residents should embrace if moving to all-electric (and the provision of guidance on how a resident can move to said rate), and other electrification support as needed.

Electrification Educational Support

The Consultant will work directly with City staff to create educational and training materials for developers, architects, engineers, and residents (separate trainings will be necessary) outlining what beneficial electrification is, what actions can be taken, what the benefit of those actions are, and what support resources exist to support the transition to all-electric. It is expected that this will be a combination of print, live, and recorded trainings. The Consultant should anticipate providing at least biannual trainings.

Timeline for Electrification Support

This scope of work will begin immediately and be used, as needed, by the City's Office of Sustainability and Innovations and Community Services. It is anticipated that this scope of work will ramp up significantly over time.

TASK FIVE: GENERAL GUIDANCE ON CARBON NEUTRALITY

This task includes general, on-demand technical and strategic advisory support as the City moves forward its carbon neutrality work. These technical and advisory services will change and evolve over the course of the contract but are likely to include:

- Strategic program planning support

- Support on building decarbonization for City facilities, including support and guidance related to achieving net zero energy affordable housing operations
- Suggestions and guidance on federal and state grant programs to pursue and, as relevant, support with related grant writing
- Strategic guidance related to supporting business electrification
- Other programmatic, policy, or strategic advice as needed to move A²ZERO forward

Timeline for General Support

This task is expected to be minimal and ongoing throughout the life of the contract.

ONGOING TASK: BI-WEEKLY CHECK-INS

To ensure the Consultant and the City operate as efficiently as possible, the City requires biweekly check-in meetings. These meetings are expected to last 30 minutes, except in rare occasions where the quantify of work or the topic at hand necessitates a full 60 minutes of discussion.

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City. These charges will be charged on-demand or as needed:

Staff Cost Proposal

The following rates are applicable to Elevate staff in 2023. We proposed a 5% increase in staff rates in 2024 and 2025.

Level	2023 Rate per hour
Executive	\$230
Director	\$175
Sr. Manager	\$115
Manager	\$105
Senior Staff	\$95
Staff	\$75
EcoWorks Senior Staff	\$125
EcoWorks Staff	\$100

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.