

FOURTH AMENDMENT TO ENERGY PERFORMANCE CONTRACT

This Fourth Amendment to the Energy Performance Contract ("Fourth Amendment") is made and entered into January __, 2023, by and between Clear Creek County, Colorado ("Agency") and Iconergy, Ltd, a limited liability company doing business in Colorado ("Contractor").

The circumstances leading to this Third Amendment are as follows:

1. Agency and Contractor entered into an Energy Performance Contract dated August 16, 2016, for the purchase and installation of certain energy and water saving equipment and to provide services designed to save energy and reduce related costs ("Original Contract");
2. The Original Contract provided, at SAVINGS MEASUREMENT AND CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE; MEASUREMENT AND VERIFICATION PLAN (Schedule F) , that Contractor would provide Agency three years of measurement and verification, in the amount of the Contract Sum;
3. Via this Fourth Amendment, Agency wants to extend the M&V agreement for a sixth year per the terms and conditions of the Original Contract.

NOW, THEREFORE, Agency and Contractor agree:

1. A fourth year of performance shall be added to the Measurement and Verification Plan (M&V Plan), dated July 16, 2016, as referenced in Schedule F of the Original Contract. Furthermore:

(A) The "Contract Sum" as used herein and in Original Contract and its schedules and exhibits is a Maximum Contract Price of \$2,633,076, as provided in Section 2.1 of the Original Contract.

(B) The Contract Sum, via this Fourth Amendment, is hereby increased in the amount of \$18,071.00 as the fee associated with the scope of work for this Fourth Amendment. Therefore, the Contract Sum of the Original Contract, as amended by the First, Second, and Third Amendments, of \$2,666,678, is increased via this Fourth Amendment to \$2,684,789.

2. The term "Contract" or any similar term used in the Original Contract shall mean the Original Contract as amended by the First, Second, and Third Amendments and this Fourth Amendment.
3. Except as is expressly amended by this Fourth Amendment, all of the terms and conditions of the Original Contract and the First, Second, and Third Amendments remain in full force and effect.
4. The scope of work for this Fourth Amendment includes, but may not be limited to:

1. Continue meeting to discuss any new or ongoing issues; continue biweekly frequency
2. Continued SkySpark monitoring
 - a. Refine training for CCC facility staff, so that they grow proficiency and use it regularly
 - b. Provide training for other CCC staff (Beth Luther, department heads, other maintenance staff, etc.) as requested
 - c. Regular (quarterly or monthly) review of issues and ongoing support
 - d. Further build out energy metering and dashboarding capabilities
 - i. Use existing data sources (solar systems, courthouse Egage, EV chargers) to create public-facing and/or real-time monitoring dashboard
 - ii. Set up data export to new Blink (EV charger) website
3. Continued support for CCC capital and maintenance projects as needed
4. Support implementation of new sustainability projects, potentially based on past studies and analyses:
 - a. New solar projects
 - b. Dark Sky lighting retrofit
 - c. Additional EV chargers, on county properties and noncounty properties via the county
 - d. Fleet vehicle electrification
 - i. Additional telematics data collection or analysis
 - e. Scope 1-3 GHG emissions inventory
 - f. Assistance finding and attaining funding for any of the above
5. Additional ad hoc issues that arise such as:
 - a. Maintenance issues with existing PV
 - b. Investigation of 4-day work week energy impacts, and other cost savings measures such as thermostat setbacks
6. NOTE:
 - a. Per CCC and Iconergy discussions, due to past high persistence of measure savings, Iconergy and CCC agreed that there would not be regular on-site and other inspection-oriented investigation of ECMs from the EPC.
 - b. Additionally, there would be no formal M&V Report for Year 6 as has been issued in previous years. If an abbreviated report is needed, CCC and Iconergy can negotiate its content during Year 6
 - c. That abbreviated report would not be reviewed nor approved by the Colorado Energy Office.

CONTRACTOR:
Iconergy, Ltd.

AGENCY:
Clear Creek County, Colorado

Douglas R. Hargrave, President

Brian Bosshardt, County Manager,
pursuant to **Resolution R-16-104**

