

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City") and ENERGY OUTREACH COLORADO, a non-profit corporation with an address of 225 E. 16th Avenue, Suite 200, Denver, Colorado, 80203 (the "Contractor").

The parties agree as follows:

1. **COORDINATION AND LIAISON:** The Contractor will fully coordinate all services under the Agreement with the Director (the "Director") of the Denver Office of Strategic Partnerships, a unit of the Office of Economic Development (together, the "Agency") or the Director's Designee.

2. **SERVICES TO BE PERFORMED:**

A. At the direction of the Director, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Work Statement**, to the City's satisfaction.

B. The Contractor is ready, willing, and able to provide the services required by this Agreement.

C. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM:** The Agreement will commence on January 15, 2011 and will expire on December 31, 2011, (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

4. **COMPENSATION AND PAYMENT:**

A. **Budget:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)** (the "Maximum Contract Amount") in accordance with the budget set forth in **Exhibit B**.

B. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

C. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other 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. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor's monthly invoices and any City required budget documents or reports. Contractor's invoice(s) will include any and all appropriate supporting documentation, including time sheets, payroll records, receipts, and any other document which may be pertinent in light of the nature of the services performed or expenses incurred under this Agreement. Contractor's invoice(s) will reflect in detail the services performed within the period for which the payment is requested and will address all

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completed project outcomes. Contractor's invoices must identify costs and expenses actually incurred in accordance with the budget contained in **Exhibit B**. Budget line items may be modified by the written approval of the Manager as long as no budget line item modification causes the budget to exceed the Maximum Contract Amount. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred during the prior month. Invoices submitted for payment must be received by the Agency on or before the twentieth (20th) day of the month subsequent to the month for which reimbursement is being sought. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. In the event that the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project or contract.

D. MAXIMUM CONTRACT AMOUNT:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed 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**. Any services performed beyond those in **Exhibit A** 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.

(3) If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against any and all disallowed costs.

5. REPORTS/CORRESPONDENCE:

A. Submission Deadlines of Reports: The Contractor shall provide the Agency with a monthly narrative summary report on activities performed with the assistance of funds provided under this Agreement no later than the twentieth (20th) business day of each month following the effective date of this Agreement, and continuing through the month following the date of termination of this Agreement. Each such report shall set forth in detail the progress of work under this Agreement and any other information reasonably requested by the City and shall be submitted in such a format as may be designated by the City. Such reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition,

the Contractor shall comply with any and all contract closeout procedures directed by the Director to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature.

B. Correspondence: All Invoices, Reports, and other written correspondence concerning procedural or administrative contract matters, other than notices required under Article 20 of this Agreement, will be delivered by U.S. mail to:

Attn: Director, Denver Office of Strategic Partnerships
Office of Economic Development
201 West Colfax Avenue, Dept. 701
Denver, CO 80202

6. PERFORMANCE MONITORING/INSPECTION: The Contractor will permit the Director to monitor and review the Contractor's performance under this Agreement. The Contractor will make available to the City for inspection any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection will be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

7. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

8. TERMINATION:

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

D. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These

documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

9. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

11. **INSURANCE:**

A. If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended ("Act"), the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor's liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

B. If the Contractor is not a "public entity" then, the following general conditions apply:

(1) **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be

referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the City.

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

(7) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(8) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(9) **Additional Provisions:**

a) For all Commercial General Liability and Excess Liability, the policies must provide the following:

- i. That this Agreement is an Insured Contract under the policy;
- ii. Defense costs in excess of policy limits;
- iii. A severability of interests, separation of insureds or cross liability provision;

- iv. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City;
- v. No exclusion for sexual abuse or molestation.
- b) For claims-made coverage:
 - i. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
 - ii. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

12. DEFENSE AND INDEMNIFICATION

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs

performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

14. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

15. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

16. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

18. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

19. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or

mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Director, Office of Strategic Partnerships
Office of Economic Development
201 West Colfax Avenue, Dept. 701
Denver, CO 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days.

The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

22. **DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

23. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

24. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

25. **COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

26. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

27. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

28. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

29. **INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

30. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

32. **CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

33. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

34. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or

effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

35. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Confidential Information: The Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) confidential information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "Confidential Information". The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor or Contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor's access to electronic Confidential Information to "read-only" access or "limited" access as such terms are designated by the Director.

The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data that include protected medical records or protected information. The Contractor shall establish and submit to the City, within fifteen (15) days of the City's written request thereof, copies of Contractor's policies and procedures to maintain the confidentiality of any protected medical records or protected information to which the Contractor has access.

1. Use of Confidential Information: Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Director.

2. City Methods: The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor

agrees, with respect to Confidential Information, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

3. **Employees and Subcontractors:** The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

4. **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

B. **Open Records:** The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2010), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

36. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

37. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

38. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

39. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the

manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

By: _____
STEPHANIE Y. O'MALLEY, Clerk and
Recorder, Ex-Officio Clerk of the City and
County of Denver

CITY AND COUNTY OF DENVER:

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Executive Director, Office of Economic
Development

By: _____
Director, Office of Strategic Partnerships

APPROVED AS TO FORM:

DAVID R. FINE,
CITY ATTORNEY for the City and County of
Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. CE11109

By: _____
Assistant City Attorney

By: _____
Auditor

"CITY"

ATTEST: [If required by Corporate
procedures]

ENERGY OUTREACH COLORADO
Taxpayer (IRS) I.D. No. 74-2543881

By: _____

By: _____

Title: _____

Name: SKIP ARNOLD
(please print)

Title: Executive Director

"CONTRACTOR"

- Exhibit A – Statement of Work**
- Exhibit B – Budget**
- Exhibit C – Proof of Insurance**

WORK STATEMENT
ENERGY OUTREACH COLORADO
MULTI-FAMILY RESIDENTIAL ENERGY EFFICIENCY WORK

1.0 Scope

1.1 Services: Energy Outreach Colorado (EOC) shall provide energy efficiency services, weatherization upgrades, and resident education for multi-family units in the City and County of Denver. Specific services include:

1.1.1 Program Screening and Enrollment: Identify and qualify appropriate multi-family facilities in the City and County of Denver.

1.1.2 First Contact with the Applicant & Collecting Required Documentation: EOC will meet with the applicant to discuss the project scope and possible financial obligations before scheduling a more extensive energy audit. EOC and the applicant will perform a building walk-through (initial inspection) to confirm the weatherization potential for the site.

1.1.3 On-Site Energy Audit and Work Order: EOC will work certified energy auditor from a statewide network to assess the site for energy savings and energy related health and safety problems. Energy auditors will also evaluate the following: combustion efficiency and safety, air leakage, thermal performance, electrical safety and base-load testing, and indoor air quality and moisture inspection. Modeling will then completed to ensure that the payback periods for measures average approximately 5-10 years. The final energy audit report will be submitted to EOC for processing and implementation. EOC will consult with the applicant with the final energy audit report with recommended weatherization measures. After a leveraging evaluation there may be some financial participation required by the building owner. EOC is working with the Mile High Community Loan Fund to provide some financing options.

1.1.4 Weatherization Project Implementation:

1.1.4.1 *Client File Documentation:* EOC will create an online electronic client file for each approved multi-family project. The client file will contain all of the required documentation forms, initial and final energy audits, installation records, waivers and other documents.

1.1.4.2 *Collecting Bids:* EOC will work with the applicant to meet the bidding requirements for installing energy efficiency measures. All prices will include the cost of labor, materials, clean-up, and removal of any old materials and proper recycling of appliances containing refrigerants. EOC understands that E-Verify must be used for all subcontractors.

1.1.4.3 *Safety Checks:* EOC will comply with federal and state laws pertaining to health and safety risk abatement, and will assure that weatherization will not be permitted until identified health and

safety risks are removed. In the event that a health and safety risk has been identified, EOC will notify the building owner and clients if the project is terminated and EOC needs to 'walk away' from the project.

1.1.4.4 *Installation of Energy Efficiency Measures:* EOC will focus weatherization funding on projects that make significant impacts on energy savings, at the same time being considerate of the applicant's need to keep the property clean and attractive for clients. EOC will assure that weatherization measures are installed in accordance with the manufacturer's directions. EOC staff will make routine site visits during installation to confirm vendor compliance. EOC will work with Mile High Youth Corps (MHYC) to install low-cost energy efficiency measures including but not limited to compact fluorescent light bulbs, shower aerators, and faucet aerators, in multi-family affordable housing units in Denver. MYHC will also distribute educational materials and speak with residents about how to save energy in their home.

1.1.5 Quality Assurance & Project Completion: EOC will engage in ongoing site visits during implementation. In addition, EOC staff will be responsible for final inspections at every multi-family site. Final inspections will compare the completed project to the energy audit to ensure that all required procedures were performed. The final inspection will also verify the accuracy of the audit including measures that may have been omitted. Health and safety requirements will also be reviewed at this time. EOC will sign off on all projects after they have passed final inspection.

1.2 Projected outcomes include:

	Unit goal	Kwh savings	KW saving	Therm savings	Annual dollar savings	Leveraged funds
MHYC	1000	387,300	430	1,770	\$47,671	\$79,500
MF Weatherization	200	77,460	86	356	\$9,536	\$400,000
Total	1,200	464,760	516	2,126	\$57,207	\$479,500

2.0 Programmatic and Performance Requirements

2.1 Data Collection and Reporting

2.1.1 The Contractor will submit a Monthly Activities Report form to accompany each invoice. The Contractor will also submit a full report detailing progress toward project outcomes on a quarterly basis.

2.1.2 The Contractor's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

3.0 Administrative Requirements

3.1 Compensation and Methods of Payment

- 3.1.1 The method of payment to the Contractor by OED shall be in accordance with established City and County of Denver financial procedures for contract reimbursement. The Contractor must submit expenses and accruals to OED on or before the 20th day of each month for the previous month's activities.
- 3.1.2 The Contractor shall be reimbursed or paid for services provided under this agreement according to the approved line-item reimbursement budget, attached to and made a part of this Agreement.
- 3.1.3 Any changes to the line item budget must be approved by the Project Manager.
- 3.1.4 The Contractor shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

3.2 Close-Out

- 3.2.1 The Contractor shall prepare and submit the required OED contract closeout reports within sixty (60) days of the expiration date of this contract. The closeout package will be sent to the Contractor prior to the end of the contract. OED reserves the right to automatically closeout the contract after sixty (60) days if there are no disallowed costs pending. Once the contract closeout is complete, no further reimbursements will be allowed. Prior to reimbursement for the last invoice, OED will review participant files in accordance with OED Closeout Policy.

Program Budget and Cost Allocation Plan Summary

2011

Program Year:

Energy Outreach Colorado
OCI/DOSP/Xcel-Multi family

Contractor Name: 1/15/2011 to 12/31/2011 Return to OED Project Specialist: Dace West

Budget Category	Agency Total (All Funding Sources)	Project Costs Denver XCEL MF CE11109		Project Costs XCEL CE01071-1 DENVER XCEL NEEP		Total Project Costs requested from OED		Other City & County of Denver Funding		Total Federal Funding		Other Non-Federal Funding		Agency Total	
		Total	%	Total	%	Total	%	Total	%	Total	%	Amount	%	Amount	%
Personnel, Name and Job Title	\$110,000.00	11,000	10.00%	11,000	10.00%	22,000	20.00%	0.00%	0.00%	11,000	10.00%	77,000	70%	110,000	100%
Jennifer Garmann, Deputy Director	\$68,000.00	6,800	10.00%	6,800	10.00%	6,800	20.00%	0.00%	0.00%	6,800	75.00%	10,200	15%	68,000	100%
Pam Packler, Director MF Efficiency	\$72,000.00	7,200	10.00%	7,200	10.00%	14,400	20.00%	0.00%	0.00%	43,200	60.00%	14,400	20%	72,000	100%
Luke Idebert, Senior Engineer	\$52,500.00	26,250	50.00%	26,250	50.00%	52,500	50.00%	0.00%	0.00%	19,250	0.00%	26,250	50%	52,500	100%
Heather Guillen, NEEP Director	\$38,500.00	6,900	10.00%	6,900	10.00%	13,800	20.00%	0.00%	0.00%	17,250	25.00%	19,250	50%	38,500	100%
Milly Kusmir, NEEP Project Manager	\$69,000.00	6,900	10.00%	6,900	10.00%	13,800	20.00%	0.00%	0.00%	17,250	25.00%	37,950	55%	69,000	100%
Rose Reed, Administration Director															
Name, Job Title															
Name, Job Title															
Name, Job Title															
Name, Job Title															
Name, Job Title															
Name, Job Title															
Total Salary:	410,000	31,800	7.76%	31,800	7.76%	63,600	15.52%	0.00%	0.00%	122,450	29.87%	185,050	45%	410,000	100%
Fringes	\$100,450.00	7,815	7.76%	7,815	7.76%	15,630	15.52%	0.00%	0.00%	29,892	29.86%	43,346	45%	100,450	100%
Salary and Fringe Total:	\$510,450	39,715	7.76%	39,715	7.76%	79,430	15.52%	0.00%	0.00%	152,442	29.86%	230,396	45%	510,450	100%
Non-Personnel:	\$33,549.00	500	1.49%	500	1.49%	1,000	2.98%	0.00%	0.00%	8,400	25.04%	17,049	51%	33,549	100%
Office Expenses, Supplies & Equipment	\$10,420.00	800	0.70%	800	0.70%	1,600	1.56%	0.00%	0.00%	5,000	47.98%	5,420	52%	10,420	100%
Insurance	\$113,522.00	800	0.70%	800	0.70%	1,600	1.41%	0.00%	0.00%	56,761	50.00%	53,911	47%	113,522	100%
Travel - Client	\$5,432.00	5,000	0.05%	5,000	0.05%	10,000	0.18%	0.00%	0.00%	15,536	25.00%	3,108	50%	5,432	100%
Equipment rental	\$62,144.00	3,000	4.74%	3,000	4.74%	6,000	9.48%	0.00%	0.00%	22,162	35.00%	33,158	56%	62,144	100%
Facilities	\$63,320.00	1,000	2.50%	1,000	2.50%	2,000	3.16%	0.00%	0.00%	40,000	63.33%	16,000	25%	63,320	100%
Educational Materials - Customers	\$40,000.00	434,985	11.05%	434,985	11.05%	869,970	21.61%	0.00%	0.00%	1,600,000	45.71%	377,984	10%	40,000	100%
Meetings/Events	\$3,937,922.00	15,000	1.41%	15,000	1.41%	30,000	0.76%	0.00%	0.00%	750,000	70.64%	238,740	22%	3,937,922	100%
Professional Services - (Payroll)	\$1,061,740.00	3,000	0.28%	3,000	0.28%	6,000	0.56%	0.00%	0.00%	22,162	2.08%	33,158	3%	1,061,740	100%
Professional Services - (Specify, ie Legal)	\$40,000.00	1,000	2.50%	1,000	2.50%	2,000	5.00%	0.00%	0.00%	20,000	50.00%	16,000	40%	40,000	100%
Professional Services - Accountant	\$3,937,922.00	434,985	11.05%	434,985	11.05%	869,970	21.61%	0.00%	0.00%	1,600,000	45.71%	377,984	10%	3,937,922	100%
Subcontractor (Energy Conservation Measures install)	\$1,061,740.00	15,000	1.41%	15,000	1.41%	30,000	0.76%	0.00%	0.00%	750,000	70.64%	238,740	22%	1,061,740	100%
Subcontractor (Audits, Evaluation, Education, GEO L)															
Subcontractor (Specify)															
Other Direct Expense (specify)															
Other Direct Expense (specify)															
Other Direct Expense (specify)															
Other Direct Expense (specify)															
Construction Costs															
Indirect Costs															
Total Non-Personnel	5,328,049	480,285	8.94%	480,285	8.94%	960,570	17.88%	0.00%	0.00%	2,677,858	50.28%	777,802	15%	5,328,049	100%
Total Project Cost	5,838,499	500,000	8.56%	500,000	8.56%	1,000,000	17.13%	0.00%	0.00%	2,930,301	49.48%	1,008,198	17%	5,838,499	100%
Program Income (through funded activities)															
Non-Project:															
Personnel Costs:															
Non-Personnel Costs															
Other (other grant payments)															
Total Non-Project Cost	8,998,442														
Grand Total	14,836,941	500,000	3%	500,000	3%	1,500,000	10%	0.00%	0.00%	2,930,301	19.08%	10,006,640	67%	14,836,941	100%

Submitted by: _____ Name: _____ Title: _____
 Reviewed by: _____ Contract Specialist: _____
 Date: 11/17/2010 FMUBudget
 The CAP is final when initiated by FMUCAP
 the three reviewers.

**Budget Narrative
Energy Outreach Colorado
Denver Xcel Multi-Family Residential Program
2011**

A. Personnel

Jennifer Gremmert, Deputy Director \$110,000 x 10% = \$11,000
Does outreach on project, manages all contracts and budgets for the program, works to ensure leveraged funding with other EOC Programs

Luke Ilderton, Senior Engineer \$72,000 x 10% = \$7,200
Provides technical expertise on all efficiency projects, oversees audit process, modeling and assessment of all efficiency measures.

Pam Packer, Director Multi-Family Weatherization \$68,000 x 10% = \$6,800
Oversees the program operations and manages processes and all field staff working on multi-family weatherization.

Rose Reed, Director of Administration \$69,000 x 10% = \$6,900
Oversees all accounting functions, invoicing, payroll, and human resources.

Total Personnel costs = \$31,900

B. Fringe Benefits

Fringe benefits supported by this contract include:

- Payroll Taxes, including FICA, state and local taxes
- Medical benefits, including health insurance, vision insurance, dental insurance, short and long term disability and life insurance
- Employer contribution of 8% of employees' salaries to their 401K Plan.

Jennifer Gremmert

Payroll taxes	8% x \$11,000 =\$880	
Medical benefits	8.5% x \$11,000 = \$935	
401 K Plan	8% x \$11,000 =\$880	Total=\$2,695

Luke Ilderton

Payroll taxes	8% x \$7,200=\$576	
Medical benefits	8.5% x \$7,200=\$612	
401 K Plan	8% x \$7,200=\$576	Total=\$1,764

Pam Packer

Payroll taxes	8% x \$6,800=\$544	
Medical benefits	8.5% x \$6,800=\$578	
401 K Plan	8%x \$6,800=\$544	Total=\$1,666

Rose Reed

Payroll taxes	8% x \$6,900=\$552	
Medical benefits	8.5% x \$6,900=\$586	
401 K Plan	8% x \$6,900=\$552	Total=\$1,690

Total Fringe Costs = \$7,815

C. Office Expenses

Includes printing, postage and program allocation expenses. Based on EOC's cost allocation plan we anticipate spending 1.49% of our total budget on these expenses.
 $\$41.66 \times 12 \text{ months} = \500

Total Supplies Cost = \$500

F. Travel Staff

Includes mileage [\$0.50 per mile] to travel to project sites, appropriate meals and any on site parking expenses
 $\$66.66 \times 12 \text{ months} = \800

Total Travel Costs = \$800

I. Facility

EOC Office space is calculated based on the percent of time that EOC staff spends on various programs. Since we anticipate spending close to 8% of total agency staff time on the multi-family weatherization program for Denver, we have budgeted 8% of the facility space to this contract.

$\$416.66 \times 12 \text{ months} = \$5,000$

L. Professional Services

ADP – Payroll services	\$250 x 12 months = \$3,000
Kunding and Assoc., auditing services	\$83.33 x 12 months = \$1,000

M. Subcontractor

EOC will contract with various subcontractors for installation of Energy Efficiency Measures – The actual costs will depend on project, but will include the following:

EOC will contract with Mile High Youth Corps to provide installation of low-cost measures. The anticipated expenses charged to this budget are calculated as follows:

$$1000 \text{ units} \times \$85/\text{unit} = \$85,000$$

EOC will contract with undetermined contractors to provide installation of more comprehensive energy efficiency measures, these contracts will be chosen through a competitive bid process per project and will include labor and materials. The anticipated expenses charged to this budget are calculated as follows:

$$200 \text{ units} \times \$1,749 = \$349,985$$

EOC will contract with RFP-selected commercial auditors to provide energy audits and evaluation of projects. The anticipated expenses charged to this budget are calculated as follows:

$$5 \text{ projects (est)} \times \$3,000 = \$15,000$$

Total Subcontractor Costs = \$449,985

Q. Match Amount

Not required as part of grant but anticipated leveraged funds = \$479,500

Total Amount Requested from OED = \$500,000



CERTIFICATE OF LIABILITY INSURANCE

OP ID 55

DATE (MM/DD/YYYY)

11/18/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
First Line Insurance Services 43 Inverness Drive East Englewood CO 80112 Phone: 720-875-0134 Fax: 720-875-0147		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: ENERGOU	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A: ITT Hartford Insurance Group	
Energy Outreach Colorado 225 East 16th Avenue Denver CO 80203		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUM INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		34BAN03919	10/01/10	10/01/11	EACH OCCURRENCE \$ 2000000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		34BAN03919	10/01/10	10/01/11	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10000
A	<input checked="" type="checkbox"/> Umbrella		34BAN03919	10/01/10	10/01/11	PERSONAL & ADV INJURY \$ 2000000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 4000000
						Umbrella \$ 3,000,000.
A	<input type="checkbox"/> AUTOMOBILE LIABILITY		34SBAN3919	10/01/10	10/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 2000000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS		34SBAN3919	10/01/10	10/01/11	\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS		34SBAN3919	10/01/10	10/01/11	\$
						\$
A	<input type="checkbox"/> UMBRELLA LIAB		34BAN03919	10/01/10	10/01/11	EACH OCCURRENCE \$ 3000000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 3000000
	<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATE/TORRY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Commercial Applica		34BAN03919	10/01/10	10/01/11	E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability policy and the business auto liability policy.

CERTIFICATE HOLDER	CANCELLATION
CITYDEN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City and County of Denver Office of Economic Development 201 W Colfax Dept 1005 Denver CO 80202	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

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ACORD 25 (2009/09)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/24/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Solutions, Inc. of FL 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME Aon Risk Solutions, Inc. of FL	
	PHONE (A/C No Ext): 800-743-8130	FAX (A/C, No): 800-522-7514
	E-MAIL ADDRESS: ADP_COI_Center@Aon.com	
	PRODUCER CUSTOMER ID #: 10762287	
	INSURER(S) AFFORDING COVERAGE	

INSURED ADP TotalSource CO XXII, Inc 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER Energy Outreach Colorado 225 East 16th Ave Suite 200 Denver, CO 80203	INSURER A New Hampshire Ins Co 23841
	INSURER B
	INSURER C
	INSURER D
	INSURER E
	INSURER F

COVERAGES**CERTIFICATE NUMBER: 265292****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPOP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	WC 058339956 CO	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ \$2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ \$2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

CERTIFICATE HOLDER
The City and County of Denver
Office of Economic Development
201 W. Colfax Ave.
Denver, CO 80202

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Solutions, Inc of FL

ACORD 25 (2009/08)

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