

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**, a Louisiana limited liability company whose address is 4171 Essen Lane, Baton Rouge, Louisiana 70809 (the “Contractor”), jointly (“the Parties”).

R E C I T A L S

WHEREAS, there are public purposes for providing funding to incentivize the adoption of highly efficient, all-electric energy equipment, electric modes of transportation, and distributed energy resources (“**DERs**”) (collectively referred to as “**Climate Action Technologies**”) at homes and in Denver, including reducing greenhouse gas emissions to protect City residents and visitors from the adverse public health impacts associated with climate change; and

WHEREAS, the public purposes above will be furthered to a greater extent by Denverites that adopt Climate Action Technologies than those that do not; and

WHEREAS, incentives are needed to encourage Denverites to adopt Climate Action Technologies to further the public purposes above; and

WHEREAS, the City has determined that procuring services from the Contractor to process rebates and administer Denver’s Climate Action Rebate Program is needed to further the public purposes above; and

WHEREAS, the Contractor is ready, willing, and able to provide these services as set forth below.

NOW THEREFORE, for these reasons, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Climate Action, Sustainability and Resiliency, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, 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 **February 28, 2022** and will expire on **March 1, 2025** (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive 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 Executive 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 the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. **Reimbursable Expenses:** Aside from additional services identified as needed, 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 including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE MILLION DOLLARS AND NO CENTS**

(\$9,000,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **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 this 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.

5. **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 Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) 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 Executive 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".

7. **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, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

8. **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.

9. **INSURANCE:**

a. **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, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said 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. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. 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.

b. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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's 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.

c. Additional Insureds: For Commercial General Liability, Business Auto Liability, Cyber, and Excess Liability/Umbrella (if required), Contractor and subconsultant's

insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured

d. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation and 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.

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

i. Cyber Liability: Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

10. 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.

11. 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.

12. 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 Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive 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 subconsultant, subcontractor or assign.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. The Contractor shall not hire, or contract for

services with, any employee or officer of the City that would be 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. A conflict of interest 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 if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. 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:

Executive Director of Climate Action, Sustainability and Resiliency or Designee
201 W. Colfax Avenue, Suite 708
Denver, Colorado 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.

19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION 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 a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required 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 subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a 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.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any

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 the Contractor from submitting bids or proposals for future contracts with the City.

20. 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 Executive Director as defined in this Agreement.

21. 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 (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

23. 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.

24. 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.

25. 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.

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

27. 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, URLs, domain names, music, sketches, web pages, 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 and shall assign such rights over to the City upon completion of the Project. 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.

28. 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.

29. 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 Executive 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 Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

32. 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, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. 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.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: 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. 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 under the Agreement, 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.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget and Invoicing.

Exhibit C – Certificate of Insurance.

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Contract Control Number: CASR-202261885-00
Contractor Name: APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

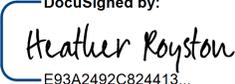
By:

By:

By:

Contract Control Number:
Contractor Name:

CASR-202261885-00
APTIM ENVIRONMENTAL & INFRASTRUCTURE,
LLC

By:  _____
E93A2492C824413...

Name: Heather Royston
(please print)

Title: President, Environment & Energy Solutions
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

Climate Action Rebate Administrator

Summary

CASR has selected a third-party rebate processing firm, APTIM Environmental & Infrastructure, LLC (the “Administrator”) to administer Denver’s Climate Action Rebate Program (“the Rebate Program”).

The Administrator will administer the Rebate Program on behalf of the City. Administration includes documenting program guidelines, rebate application processing, verification, and rebate distribution, and more in accordance with initial program guidance provided by the City, as particularly set forth in the tasks below, and as may be modified with written direction from the City.

The Administrator shall adhere to its proposed approach to the scope of work provided in RFP CASR-89608 to complete the following tasks, which include but are not limited to:

- a. Task 1: Program Establishment.** The Administrator shall submit to the City a recommended program design and supporting documentation within 60 calendar days following execution of the Agreement. The Administrator and City staff shall review the program design quarterly to ensure excellent customer experience and allow for updates to eligible energy measures. The program design may include but is not limited to the following components:
 - i. Approved Vendor Requirements and Registration
 - i. A process for approving vendors as qualified to receive rebates
 - ii. A process for auditing and expelling vendors that do not meet program requirements
 - ii. Project and participant eligibility
 - iii. Project and participant verification
 - iv. Marketing and consumer protection requirements
 - v. Project submission, review, and approval process
 - vi. Complaint management process
 - vii. Web-based resources providing program information and access for participants
 - viii. A phone number and dedicated email for payment questions
 - ix. Administrators are expected to incorporate best practices from similar rebate programs and innovative new approaches to serve Denverites, that capture the City’s objectives.
- b. Task 2: Rebate Application Processing:**
 - i. Receive rebate applications
 - ii. Verify eligibility of contractors, product, service, and energy equipment recipient
- c. Task 3: Rebate Distribution:** Distribute rebate payments in accordance with the Program Design approved by the City.
 - i. Printed materials, including but not limited to stationery and paper checks related to the Rebate Program shall bear the Denver logo, to be provided by the City. Use of the Denver logo by Contractor and its subcontractor is limited to the Rebate Program.
- d. Task 4: Reporting/Invoicing:**
 - i. The Administrator shall work with the City to establish an online accessible database and report template that should include, but is not limited to the following fields:

SCOPE OF WORK

- i. Address (customer receiving energy equipment)
 - ii. Electric Service Upgrade Performed (Y/N)
 - iii. Equipment Type
 - iv. Equipment Manufacturer
 - v. Equipment Size/Capacity
 - vi. Installation Contractor(s) (e.g., plumber, HVAC, electrician)
 - vii. Total Installed Cost
 - viii. Service Upgrade Cost (if applicable)
 - ii. For each customer receiving an energy rebate a completed “Xcel Energy: Consent to Disclose Utility Customer Data” form for the timeframe associated with the two years prior to and for the lifetime of the installed equipment, or for an alternate timeframe approved by the City.
 - iii. Administrator shall provide the City with access to real-time reports on rebates processed via an online portal
 - iv. Administrator shall submit monthly invoices with rebate reports for the invoice month
 - v. Administrator will communicate with the City’s designated representative regularly to report on the status of the program and to identify and address any issues or concerns as soon as they arise. Administrator and the City’s representative will have a monthly call on program status, as needed.
- e. Task 5: Refund of all Remaining Funds**
- i. Ninety (90) days after the contract term expiring on March 31, 2025, the full amount of all funds not distributed as rebates or paid as fees in accordance with the Agreement, shall be returned to the City.
- f. Task 6: Additional Services as Needed**
- i. The Administrator shall provide time and materials rates for additional services as directed and approved by CASR on an as needed basis.
 - ii. If CASR identifies additional services are needed, a request will be made in writing to the Administrator from CASR and the Administrator will provide a quote for the work.
 - iii. CASR will give approval to proceed in writing before the Administrator begins work.

City Responsibilities

The City agrees to perform the following Rebate Program outreach tasks:

- a. The rebate program will be highlighted on the Denver CASR Web site with a link to the aforementioned program resources.
- b. The City will notify the Administrator of any rebate program marketing activities managed or initiated by the City.
- c. A high-resolution logo will be provided electronically to the Administrator within 7 days following execution of the Agreement.
- d. The City will review and provide feedback in support of the program establishment activities.
- e. Final approval of the program establishment materials and authorization to begin qualifying vendors and processing rebate applications will occur at the discretion of CASR.
- f. CASR seeks to authorize the processing of rebate applications no later than 60 days following execution of the Agreement.

SCOPE OF WORK

- g. The City will establish and operate a phone number for participation and marketing questions from eligible Denverites and contractors.
- h. The City will lead contractor management and complaint resolution with guidance and support from the APTIM team.

Timeline & Deliverables

APTIM shall adhere to the timeline and deliverables according to the aforementioned tasks and as provided in its response to RFP CASR-89608. APTIM may request and the City may approve adjustments to the project timeline in writing.

Task Name	2022												2023												2024											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Contract Award & Execution	▶																																			
Task 1: Program Establishment	▶																																			
Kick-off Meeting	◇																																			
Rebate Program Establishment Plan (Provided within 60 days of Agreement)	▶																																			
Revised Annual Plan	▶																																			
APTracks Set-up & Configuration	▶																																			
Develop Rebate Materials and Forms	▶																																			
Set Up Dedicated Program Contacts	▶																																			
Task 1-3: Rebate Program Marketing and Outreach	▶																																			
Coordinate with CASR on Current and Upcoming Marketing/Outreach Efforts	▶																																			
Creation of Standardized Collateral and Web Resources	▶																																			
Talking point development: FAQ, scripts, etc.	▶																																			
Development and Maintenance of Web-Based Resources	▶																																			
Trade Ally Recruitment and Registration	▶																																			
Task 2-3: Perform Ongoing Scope of Work Tasks	▶																																			
Monthly Coordination Meetings with CASR	▶																																			
Task 2: Ongoing Rebate Processing and Pre-qualification Processing	▶																																			
Task 3: Ongoing Rebate Distribution	▶																																			
Program Status Major Reviews	▶																																			
Conduct Risk Analysis to Identify Performance and Delivery Issues	▶																																			
Task 4: Reporting/Invoicing	▶																																			
Ongoing Rebate Processing	▶																																			
Monthly Billing with Rebate Reports	▶																																			
Realtime Reporting Access	▶																																			
Develop tracking metrics and provide training on reporting system	▶																																			
Task 5: Refund of All Remaining Funds	▶																																			
Perform Contractor Services	▶																																			
Develop System for Approved Vendor Requirements and Registration	▶																																			
Creation of Program Training, Consumer Protection Guidelines	▶																																			
Ongoing Contractor Registrations and Enforcement of Code of Conduct	▶																																			
Ongoing Contractor Training and Communications	▶																																			
Data Tracking	▶																																			
APTracks Set-up & Configuration	▶																																			
Data Population	▶																																			
Development of Contractor Portal and Reporting Dashboards	▶																																			
System Maintenance and Enhancement	▶																																			

EXHIBIT B

BUDGET

EXHIBIT B

BUDGET & INVOICING

Program Establishment Fee: Upon execution of the professional services agreement, the City will provide program establishment funding of \$50,000.

- Activities for program establishment include documenting vendor and program guidelines, creating customer disclosure forms, creating web-based program resources and those specifically set forth in **Exhibit A, Scope of Work**.

Rebate Fund: The City will provide the Administrator with a one-time advance payment of \$250,000 to initially fund the Rebate Program and establish a Rebate Fund.

- APTIM will maintain a separate, non-interest-bearing checking account (Participant Incentive Bank Account) dedicated solely to funds for the Rebate Program. APTIM will not commingle funds in the Participant Incentive Bank Account for any other purposes.
- In the event the agreement expires or is terminated before said amount is expended under the terms of the agreement, Administrator shall refund to the City the full amount not expended as rebates or earned as fee.
- In its sole discretion, City may deduct unearned fee that has not been repaid from any amounts invoiced by Contractor.
- Thereafter, City shall reimburse the Rebate Fund and pay the Administrator's fee in accordance with approved Rebate Reports and invoices and as needed to ensure that the Rebate Fund remains adequately funded.

Budget: The City will annually budget approximately \$3,000,000 to the Administrator for issuance of rebates.

- The program budget may be adjusted at the discretion of the Manager.
- The program establishment fee is included in the first-year's program budget.
- The \$250,000 one-time payment for the Rebate Fund is included in the first year's program budget. On a monthly or more or less frequent basis as determined by the City, the City will pay the Administrator an amount appropriate to maintain a sufficient balance in the Rebate Fund for the Administrator to perform the services provided in the Scope of Work.
- The Administrator shall provide time and materials rates for additional services as directed and approved by CASR on an as needed basis. The fee for additional services is included in each year's program budget.
- The City will pay, and the Administrator shall accept a fee on all rebates issued as compensation for services rendered and costs incurred under the Agreement according to the following schedule:

	PY2022	PY2023	PY2024
Base Fee	7%	6.5%	6.5%
Performance-based Fee	1%	1%	1%
Total Rebate Fee	7-8%*	6.5-7.5%*	6.5-7.5%*

*Contingent upon Key Performance Indicator (KPI) achievement.

Key Performance Indicators:

Key performance indicators will be established between City and APTIM as part of the Program Establishment process. These indicators will take a broader view of program success and may include but are not limited to DEI targets, customer satisfaction scoring, and average rebate fulfillment times.

The Performance-based Fee may either be applied on an ongoing basis to each monthly invoice or included as a lump sum performance payment in the final annual invoice at the direction of City.

Time and Materials Rates for Additional Services:

- APTIM hourly labor rate detail for supporting staff below for PY2022 and PY2023.
- City and APTIM will adjust rates for PY2024 according to the Consumer Price Index (CPI) at that time.

Title	Fully Loaded Hourly Rate for PY2022 and PY2023
Managing Director	\$225.00
Project Director	\$210.00
Engineering Director	\$200.00
Project Manager	\$180.00
Managing Engineer	\$170.00
IT Manager	\$160.00
Payment Manager	\$150.00
Engineer II	\$130.00
Engineer II	\$120.00
Sustainability Lead	\$110.00
Research Associate	\$100.00
Project Specialist	\$80.00

EXHIBIT C

PROOF OF CERTIFICATE OF INSURANCE

DESCRIPTIONS (Continued from Page 1)

*******Schedule of Named Insureds*******

ACCELERATED REMEDIATION COMPANY, A PORTAGE APTIM LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 AELS ADMINISTRATIVE SERVICES, LLC
 AMERICAN PLASTIC PIPE AND SUPPLY, L.L.C.
 APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.
 APTIM COASTAL PLANNING & ENGINEERING, INC.
 APTIM COASTAL PLANNING & ENGINEERING, LLC
 APTIM COASTAL, INC.
 APTIM CONNECTICUT INC
 APTIM CORP.
 APTIM ENGINEERING OF NORTH CAROLINA, P.C.
 APTIM ENGINEERING PUERTO RICO, LLC
 APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
 APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
 APTIM ENVIRONMENTAL INTERNATIONAL, INC.
 APTIM ENVIRONMENTAL LIABILITY SOLUTIONS, L.L.C.
 APTIM FACILITIES, INC.
 APTIM FEDERAL SERVICES LLC
 APTIM GOVERNMENT SOLUTIONS, LLC
 APTIM HDR, LLC
 APTIM HOLDING CORP.
 APTIM HOLDINGS LLC
 APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC
 APTIM INVESTMENT HOLDINGS, INC.
 APTIM LIQUID SOLUTIONS LLC
 APTIM MAINTENANCE, LLC
 APTIM MASSACHUSETTS, INC.
 APTIM MASSACHUSETTS, LLC
 APTIM-NORTH WIND CONSTRUCTION JV, LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 APTIM PORT SERVICES INTERNATIONAL, LLC
 APTIM PORT SERVICES MAINTENANCE, INC.
 APTIM PORT SERVICES, LLC
 APTIM SERVICES, LLC
 APTIM SPECIALTY SERVICES, L.L.C.
 APTIM/BAKER/GANNETT FLEMING J.V., AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 APTIM/STOK JV, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 APTIM-AIM JV, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 APTIM-VERSAR, LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 ARLINGTON AVENUE E VENTURE, LLC
 ATLANTIC CONTINGENCY CONSTRUCTORS, LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 HIGH DESERT SUPPORT SERVICES, LLC
 Coastal Estuary Services , LLC
 Aptim Engineering New York PC
 KingsBay Support Services, LLC
 LFG Specialties, LLC

Job Number:SF 024102

Description of Operations: ** Full Certificate Holder Name: City & County of Denver, Office of Climate Action, Sustainability & Resiliency

Certificate Holder is an additional insured where required by contract or written agreement and is granted additional benefits under the policy as outlined above.

DESCRIPTIONS (Continued from Page 1)

AMERICAN PLASTIC PIPE AND SUPPLY, L.L.C.
 APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.
 APTIM COASTAL PLANNING & ENGINEERING, INC.
 APTIM COASTAL PLANNING & ENGINEERING, LLC
 APTIM COASTAL, INC.
 APTIM CONNECTICUT INC
 APTIM CORP.
 APTIM ENGINEERING OF NORTH CAROLINA, P.C.
 APTIM ENGINEERING PUERTO RICO, LLC
 APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
 APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
 APTIM ENVIRONMENTAL INTERNATIONAL, INC.
 APTIM ENVIRONMENTAL LIABILITY SOLUTIONS, L.L.C.
 APTIM FACILITIES, INC.
 APTIM FEDERAL SERVICES LLC
 APTIM GOVERNMENT SOLUTIONS, LLC
 APTIM HDR, LLC
 APTIM HOLDING CORP.
 APTIM HOLDINGS LLC
 APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC
 APTIM INVESTMENT HOLDINGS, INC.
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 APTIM/STOK JV, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
 APTIM-AIM JV, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
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 KingsBay Support Services, LLC
 LFG Specialties, LLC

Job Number:SF024102

Description of Operations: ** Full Certificate Holder Name: City & County of Denver, Office of Climate Action, Sustainability & Resiliency

Certificate Holder is an additional insured where required by contract or written agreement.