



## AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, D/B/A DENVER PUBLIC SCHOOLS**, with its principal place of business located at 1860 Lincoln Street, Denver, Colorado 80203 (“DPS” or the “Recipient”) (together, the “Parties”).

## RECITALS

**WHEREAS**, there are public purposes for incorporating solar photovoltaics (“Solar PV”) in outdoor learning spaces operated by public schools, including reducing greenhouse gas emissions to protect City residents and visitors from the adverse public health impacts associated with climate change and increasing student exposure to clean energy systems.

**WHEREAS**, the public purposes above will be furthered to a greater extent by public schools that install Solar PV than those that rely solely on electricity from the electric grid;

**WHEREAS**, incentives are needed to encourage public schools to incorporate Solar PV at outdoor learning spaces to further the public purposes above;

**WHEREAS**, the Recipient is willing to install at its locations, which is located within the City and County of Denver, Solar PV partly due to the availability of certain incentives provided by the City, as further described in this Agreement;

**WHEREAS**, this Agreement, and the installation at Recipient’s locations of Solar PV within the City will advance the valid and valuable public purposes set forth above by reducing greenhouse gas emissions and increasing student exposure to clean energy systems, as a result of the incentives described herein; and

**WHEREAS**, 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. RECIPIENT OBLIGATIONS.** This Agreement and the City’s obligations hereunder are conditioned upon the Recipient installing Solar PV in its outdoor learning spaces, whose locations are set forth in **Exhibit A, Scope of Work** (collectively, the “Properties”).

**2. TERM.** The term of this Agreement shall commence on **June 10, 2024** (the “Effective Date”) and shall expire on **June 15, 2026** (“Term”). This Agreement shall automatically terminate when the City’s payment(s) hereunder equal the Maximum Contract Amount as defined in provision 3b. of this



Agreement. Subject to prior written authorization of the Executive Director of the Office of Climate Action, Sustainability and Resiliency (the “**Executive Director**”), the Recipient may 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.

**3. INCENTIVE PAYMENTS.** Subject to the terms hereof, the City agrees to make incentive payments to the Recipient payable as follows:

**a. Budget.** The City shall reimburse Recipient for documented costs directly incurred by Recipient and allocable to the installation of Solar PV at the Property upon completion of each milestone of the Property’s completion as further detailed in **Exhibit B, Budget and Invoicing**. Recipient’s costs shall not exceed the line item amounts set forth in **Exhibit B**.

**b. Maximum Contract Amount.**

**(1)** Notwithstanding any other provision of the Agreement, the City’s maximum incentive payment obligation shall not exceed **TWO MILLION SIX HUNDRED FIFTY-TWO THOUSAND NINE DOLLARS AND NO CENTS (\$2,652,009.00)** (the “**Maximum Contract Amount**”).

**(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 purposes 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.

**c. Petitions for Payment.** To receive an incentive payment hereunder, the Recipient shall petition the Executive Director.

**(1)** The petition for incentive payment shall contain the Recipient’s supporting documentation evidencing eligible expenses as set forth in **Exhibit B**, and the Recipient’s satisfaction of the requirements contained in Section 1 above. To receive an incentive payment, the Recipient must petition the Executive Director at least forty-five (45) days before the expiration of the Term.

**(2)** The Recipient shall supply whatever additional information the City requests in order to substantiate the Recipient’s petition for incentive payments. The City may withhold incentive payments for which it has been petitioned by the Recipient if it reasonably determines that the petition is not substantiated by the supporting documentation submitted by the Recipient. Such



determination shall be provided to the Recipient in writing and shall be appealable to the Executive Director.

(3) Upon receipt of documentation satisfying the requirements of this Section 2.c., the City shall verify the Recipient's petition and issue proper incentive payment consistent with the City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107–118.

4. **EXAMINATION OF RECORDS AND AUDITS.** 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 Recipient's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Recipient 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 audits pursuant to this paragraph shall require Recipient to make disclosures in violation of state or federal privacy laws. Recipient shall at all times comply with D.R.M.C. 20-276.

5. **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 Recipient. 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.

6. **ASSIGNMENT AND SUBCONTRACTING.** The City is not obligated or liable under this Agreement to any party other than the Recipient. The Recipient shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City.

7. **COLORADO GOVERNMENTAL IMMUNITY ACT.** In relation to the Agreement,



the Parties are relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq., as amended (the “Act”).

**8. INSURANCE:** At all times during the term of this Agreement, including any renewals or extensions, Recipient shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

**a. Subcontractors and Subconsultants:** Recipient shall ensure that all such Subcontractors and Subconsultants (Subcontractors) maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Recipient agrees to provide proof of insurance for all such Subcontractors upon request by the Recipient. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor 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. Additional Insureds:** For Commercial General Liability and Auto Liability, Subcontractor’s insurer(s) shall include Recipient and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**c. Workers’ Compensation & Employer’s Liability Insurance:** Subcontractor shall maintain 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.

**d. Commercial General Liability:** Subcontractor shall maintain a Commercial General Liability insurance policy with minimum 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 (if applicable), and \$2,000,000 policy aggregate.

**e. Automobile Liability:** Subcontractor 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.

**9. INTER-GOVERNMENTAL LIABILITY:** At all times during the term of this Agreement, including any renewals or extensions, Recipient shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. **Recipient will be**



responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive termination of this Agreement.

**10. 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 Recipient shall promptly pay when due, all taxes, bills, debts and obligations it incurs from installing Solar PV at the Property and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**11. 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.

**12. NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under the Agreement, the Recipient 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 Recipient shall insert the foregoing provision in all subcontracts.

**13. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior, contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

**14. 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).

**15. LEGAL AUTHORITY.**

a. The Recipient 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.

**b.** The Recipient 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 this Agreement.

**c.** The person or persons signing and executing this Agreement on behalf of the Recipient do hereby represent and warrant that he/she or they have been fully authorized by the Recipient to execute this Agreement on behalf of the Recipient and to validly and legally bind the Recipient to all the terms, performances and provisions herein set forth.

**d.** The City shall have the right, at its option, to temporarily suspend or permanently terminate this Agreement, if there is a dispute that the legal authority of either the Recipient or the person signing this Agreement on the Recipient's behalf is not sufficient to enter into this Agreement. The City shall not be obligated to the Recipient for any performance of the provisions of this Agreement in the event that the City has suspended or terminated this Agreement as provided in this Section.

**16. NO THIRD PARTY BENEFICIARY.** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this 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 Recipient receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

**17. 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.

**18. 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 Recipient 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 Recipient shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient 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 Recipient by placing the Recipient's own



interests, or the interests of any party with whom the Recipient 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 Recipient written notice describing the conflict.

**19. COMPLIANCE WITH ALL LAWS.** The Recipient 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.

**20. NOTICES.** All notices required by the terms of this 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 the Recipient at the address first above written, and if to the City at:

Executive Director of the Office of Climate Action, Sustainability & Resiliency or Designee  
201 West Colfax Avenue, Dept. 706  
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.

**21. DISPUTES.** All disputes between the City and the Recipient 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.

**22. 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.

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

**24. 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 Recipient's obligations to provide insurance 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.

**25. ADVERTISING AND PUBLIC DISCLOSURE.** The Recipient shall not include any reference to the Agreement or to incentives paid pursuant to the Agreement in any of the Recipient'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 Recipient 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.

**26. 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.

**27. 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.

**28. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Recipient's provision of Services hereunder, the Recipient shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Recipient expressly acknowledges that the Recipient is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Recipient, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.





29. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Recipient 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.

**List of Exhibits**

**Exhibit A** – Scope of Work.

**Exhibit B** – Budget and Invoicing.

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**Contract Control Number:** CASR-202473794-00  
**Contractor Name:** SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO

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-202473794-00  
SCHOOL DISTRICT NO. 1 IN THE CITY AND  
COUNTY OF DENVER AND STATE OF COLORADO

By:  \_\_\_\_\_  
13EEB92C8F59414...

Name: Trena Marsal  
\_\_\_\_\_  
(please print)

Title: Chief of Operations  
\_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## Solar Outdoor Learning Incentive Program for Public Schools

**EXHIBIT A – SCOPE OF WORK****1. Summary**

Through COVID-19 disruptions, public schools have affirmed the importance of addressing the physical and emotional well-being of students and of providing engaging outdoor learning environments for students. For example, Denver Public Schools has found that environments different from the indoor classroom can help to establish a connection to nature, spark a curiosity in learning, and improve students' focus. CASR is encouraging public schools to incorporate solar photovoltaics (solar PV) into outdoor learning spaces.

The City has selected the following Denver Public Schools locations as recipients of financial incentives for Solar Outdoor Classroom installations:

School Name	School Address
Johnson Elementary	1850 S Irving St Denver, CO 80219
Schmitt Elementary	1820 S. Vallejo St. Denver, CO 80223
Godsman Elementary	2120 W Arkansas Ave, Denver, CO 80223
Goldrick Elementary	1050 S Zuni St, Denver, CO 80223
Grant Ranch ECE-8	5400 S Jay Cir, Littleton, CO 80123
Gust Elementary	3440 W Yale Ave, Denver, CO 80219
Lincoln Elementary and Montessori	710 S Pennsylvania St, Denver, CO 80209
Holm Elementary	3185 S Willow St, Denver, CO 80231
Brown International Academy	2550 Lowell Blvd, Denver, CO 80211
Palmer Elementary	995 Grape St, Denver, CO 80220
Farrell Howell ECE-8	14250 Albrook Dr, Denver, CO 80239

**2. PROJECT DESCRIPTION**

2.1. **System.** Recipient will oversee the installation of the following solar infrastructure (collectively referred to as the "System").

2.1.1. Solar PV. The Project consists of the installation of solar photovoltaics as described in the following table.

School Name	Proposed Solar Capacity (kW)
Johnson Elementary	12.7
Schmitt Elementary	5.32
Godsman Elementary	12.78
Goldrick Elementary	5.32
Grant Ranch ECE-8	12.78
Gust Elementary	12.78
Lincoln Elementary and Montessori	12.7
Holm Elementary	5.3
Brown International Academy	5.3

## Solar Outdoor Learning Incentive Program for Public Schools

Palmer Elementary	12.7
Farrell Howell ECE-8	12.7

- 2.1.2. The solar PV will be integrated into shade structures as part of the outdoor classroom initiative.
- 2.1.3. The City may consider and approve changes to the System that meet or advance the intent of the Project to optimally deploy renewable energy for the Recipient.
- 2.2. **Responsibilities.** Recipient shall be responsible for the completion of the work and to provide required documentation to the City as specified herein. Recipient will own and maintain all improvements and a contractor will be hired to complete the work.
- 2.2.1. A contract for the purchase or acquisition of materials or equipment shall be awarded by Recipient to a qualified vendor or firm.
- 2.2.2. During a period of ten (10) years following the date of closeout of the Project by the City, the Recipient may not change the ownership of the equipment. If the Recipient decides to change the ownership of the equipment to an entity which the City determines does not qualify in meeting the original intent of the Project, the Recipient must reimburse to the City an amount equal to the current fair market value of the equipment, less any portion of the value attributable to expenditures of non-City funds for acquisition of and improvements to, the equipment. At the end of the ten (10) year period following the date of completion and thereafter, no City restrictions on ownership of the equipment shall be in effect.

### 3. DEFINITIONS

- 3.1. "Commenced Installation" shall be defined as Project materials being delivered on-site and work of a physical nature has begun.
- 3.2. "Commercial Operation" Commercial Operation is achieved when: (a) 100% of the nameplate capacity of the System is installed; (b) the System has operated without experiencing any abnormal or unsafe operating conditions; (c) all permits necessary to authorize the production and, if applicable, delivery to Xcel Energy of photovoltaic energy generated by the System have been obtained; (d) the System has been interconnected with Xcel Energy's electric distribution system; and (e) the System is authorized to operate by Xcel Energy.
- 3.3. "Mechanical Completion" means the system is mechanically assembled.
- 3.4. "Permit" means any license, approval, consent, permit, authorization, registration, notification, waiver, exemption, variance, franchise, or similar order from any Authority Having Jurisdiction.

## Solar Outdoor Learning Incentive Program for Public Schools

- 3.5. "System" shall be defined as the DER infrastructure described in section 2 of this scope of work.
- 3.6. "Substantial Completion" means the work is sufficiently complete in accordance with the Agreement so it can be utilized for its intended purpose without undue interference. The Recipient has provided the City with proof of passed inspection(s).

**4. DELIVERABLES**

- 4.1. **Outcome.** The final outcome of this Agreement is completed installation of the System.
- 4.2. **Performance Measures.** Recipient shall comply with the following performance measures:

<b>Performance Measure/Recipient will:</b>	<b>By:</b>
Award and finalize subcontract(s).	Within 90 days after the Effective Date of this Agreement.
Submit Milestone Project Status Reports	See §4.3 below
Submit Project Final Report	Within 24 months after the Effective Date of this Agreement

- 4.3. **Installation Progress Payments and Project Status Reports.** The Recipient shall submit invoices setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Invoices are due within 30 days of the attainment of the Final Acceptance/Commercial Operation milestone but may be submitted more frequently at the discretion of the Recipient. Project Status Reports are due within 30 days of the attainment of each milestone:

<b>Milestones:</b>
Permits Received
Commenced Installation
Final Acceptance/Commercial Operation

- 4.4. **Recapture of Advanced Funds.** To maximize the use of City funds, the City shall evaluate Recipient's expenditure of the incentive funds for timeliness and compliance with the terms of this Agreement. The City reserves the right to recapture advanced incentive funds when Recipient has not or is not complying with the terms of this Agreement.

- 4.4.1. If upon completion the Total Project Cost ("Completed Project Cost") is less than the Award Value, City shall reduce the Final Acceptance payment accordingly.

## Solar Outdoor Learning Incentive Program for Public Schools

Recipient shall refund to the City any awarded amount in excess of the Completed Project Cost.

- 4.5. **City Acknowledgement.** The Recipient agrees to acknowledge the City and more specifically the Office of Climate Action, Sustainability, and Resiliency and the Climate Protection Fund in any and all materials or events designed to promote or educate the public about the work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

### 5. ADMINISTRATIVE REQUIREMENTS

- 5.1. **Reporting.** Recipient shall submit the following reports to the City. The City may withhold payment(s) if such reports are not submitted timely.
- 5.1.1. Project Status Reports shall be submitted to the City in accordance with §4.3 of this Exhibit.
  - 5.1.2. Within 90 days of the completion of the Project, Recipient shall submit the final Pay Request and Status Report to the City. The Final Project Status Report should include the Clean Energy Education and Career Exposure Plan in accordance with §6.1 of this Exhibit.
  - 5.1.3. Recipient shall submit a Post-Completion Report in accordance with §6.2 of this Exhibit.
- 5.2. **Monitoring.** City shall monitor this work on an as-needed basis. The City may choose to audit the records for activities performed under this Agreement. Recipient shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Agreement. Such books and records shall contain documentation of the Recipient's pertinent activity under this Agreement in accordance with generally accepted accounting principles.
- 5.2.1. Recipient shall monitor its subcontractors, if any, during the term of this Agreement. Results of such monitoring shall be documented by Recipient and maintained on file.
  - 5.2.2. Copies of any and all contracts entered into by the Recipient in order to accomplish this Project shall be submitted to the City upon request, and any and all contracts entered into by the Recipient or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

### 6. CLEAN ENERGY EDUCATION

## Solar Outdoor Learning Incentive Program for Public Schools

The Recipient shall provide a clean energy education plan that includes, but is not limited to:

- 6.1. **Clean Energy Education and Career Exposure Plan.** The Recipient will describe how they will use the Project to support clean energy education and students' ability to learn, interact with, and become curious about clean energy technology and careers. The Recipient will describe how the planned education activities support Denver's goal to create career pathways and enable a just transition to support a climate-resilient and sustainable Denver.
- 6.2. **Post-Completion Report.** The Recipient shall submit a follow-up report describing how the Clean Energy Education and Career Exposure Plan is being implemented and how the Project is being used as part of clean energy education efforts. This report shall be submitted no later than 6 months after the commencement of commercial operation for the Project.



Solar Outdoor Learning Incentive Program for Public Schools

**EXHIBIT B – BUDGET & INVOICING**

**1. Budget.** The City will pay up to **\$2,652,009** (“Maximum Contract Amount”) to the Recipient for documented costs of the DER installation as further detailed in this Exhibit.

1.1. Activities for the Award are set forth in Exhibit A, Scope of Work (“SOW”).

1.2. The DER Installation Cost is inclusive of the following:

1.2.1. Recipient confirms that prices quoted for the defined SOW and timeline shown in §3 of this Exhibit of \$2,498,918 (“Project Quote”) are firm and fixed, provided that the project is able to move forward in a timely manner. Significant delays in the project moving forward may require adjustments to account for fluctuations in the availability and price of solar components.

1.2.2. Recipient confirms that there is \$88,000 (“Recipient Cost Share”) budgeted to go towards the total DER Installation Cost. The Recipient Cost Share subtracted from the Project Quote will be \$2,410,918 (“Award”).

1.2.3. The City shall have a contingency budget of up to \$241,091 (“Contingency”) to facilitate the successful implementation of the project.

1.3. Recipient may increase the total project cost or contribute to the project “Other Funds” (e.g., non-City award) secured and provided by the Recipient and such change does not require an amendment. City will verify the Recipient’s contribution of Other Funds and compliance with this section at Project Closeout.

1.3.1. Project Cost Breakdown:

○ Award:	\$234,000
▪ Project Quote:	\$2,498,918
▪ Recipient Cost Share	\$88,000
○ Contingency:	\$241,091
● <b>Maximum Contract Amount:</b>	<b>\$2,652,009</b>

1.4. Recipient may increase the total project cost or contribute to the project “Other Funds” (e.g., non-City award) secured and provided by the Recipient and such change does not require an amendment. City will verify the Recipient’s contribution of Other Funds and compliance with this section at Project Closeout.

**2. Installation Progress Payments and Project Status Reports.** The Recipient shall submit invoices setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Invoices are due within 30 days of the attainment of Final Acceptance/Commercial Operation but may be submitted more frequently at the discretion of the Recipient. Line items for Contingency costs will be delineated separately.

## Solar Outdoor Learning Incentive Program for Public Schools

- 2.1. **Recapture of Advanced Funds.** To maximize the use of City funds, the City shall evaluate Recipient's expenditure of the incentive funds for timeliness and compliance with the terms of this Agreement. The City reserves the right to recapture advanced incentive funds when Recipient has not or is not complying with the terms of this Agreement.
  - 2.1.1. If upon completion the project cost is less than the DER Installation Cost, City shall reduce the Final Acceptance payment accordingly. Recipient shall refund to the City any awarded amount in excess of the completed project cost.
  - 2.1.2. Upon receipt of direct payment pursuant to § 6417 of the Internal Revenue Code, Recipient shall first refund their own organization for any organizational funds spent on the Project. Any remaining funds will be refunded to the City.

### 3. Project Quote

## Solar Outdoor Learning Incentive Program for Public Schools

**Denver Public Schools - Solar Shade Addition**  
**Solar Shade Estimate - Rev 02**
**COST SUMMARY WORKSHEET**

School #		Cost	
1	Johnson Elementary School - A	\$ 194,522.71	20x30
2	Schmitt Elementary School - A	\$ 165,117.29	16x16
3	Godsman Elementary School - A	\$ 232,977.16	20x30
4	Goldrick Elementary School - A	\$ 167,027.82	16x16
5	Grant Ranch ECE-8 - M	\$ 239,169.56	20x30
6	Gust Elementary School - M	\$ 237,105.44	20x30
7	Lincoln Elementary and Montessori School - M	\$ 192,222.35	20x30
8	Holm Elementary School - M	\$ 158,391.34	16x16
12	Brown International Academy - A	\$ 155,871.75	16x16
14	Palmer Elementary School - M	\$ 200,948.18	20x30
15	Farrell Howell ECE-8 School - M	\$ 204,662.78	20x30
		<b>\$ 2,148,016.38</b>	
** See Clarifications**			
<b>General Requirements</b>	<i>Duration: 2 Months</i>	<b>\$77,674</b>	
	3%		
<b>Design, Permit, Taxes</b>			
Canopy Sub Permit	In Directs	\$0	
3rd Party Testing - Ground Eng	Included	\$44,000	
Professional Design Services	Included	\$9,391	Ren
Sales / Use Tax	In Directs	\$0	
		<b>\$53,391</b>	
<b>Insurances &amp; Fees</b>			
General Liability Insurance	Included	\$23,352	
Builders Risk Insurance	Included	\$442	
P&P Bonds	Included	\$22,391	
Preconstruction Fee	Included	\$7,500	
		<b>\$53,686</b>	
<b>Contingency &amp; Escalation</b>			
Contractor Contingency	3.50%	\$81,647	
Design Contingency	0.00%	\$0	
Owner's Contingency	0.00%	\$0	
Escalation Allowance	0.00%	\$0	
		<b>\$81,647</b>	
<b>GC Profit</b>	3.50%	<b>\$84,504</b>	
<b>TOTAL PROJECT COST:</b>		<b>\$ 2,498,918.38</b>	<b>C</b>