

CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (the “**Agreement**”) is made and entered effective as of the date set forth on the City’s signature page below (“**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **AMERESCO, INC.**, a Delaware corporation, registered to conduct business in Colorado, whose business address is 111 Speen Street, Framingham, Massachusetts, 01701 (the “**Contractor**” or “**Ameresco**”), (referred to herein jointly as the “**Parties**” and individually as a “**Party**”).

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. WORK TO BE PERFORMED:

A. Services: As the City’s Executive Director of Climate Action, Sustainability and Resiliency (“**Executive Director**”) directs, the Contractor shall diligently and skillfully perform the services as described in the Scope of Work attached hereto as **Exhibit A**, including documents developed pursuant thereto, and in accordance with the budget attached hereto in **Exhibit B** (the “**Work**”), both of which exhibits are incorporated herein by this reference.

B. Oversight and Coordination: The Contractor shall conduct the Work under the general direction of and in coordination with the Executive Director or the Executive Director’s designee, as representative for the City and the Office of Climate Action, Sustainability & Resiliency (“**Department**”). The Contractor shall make every reasonable effort to fully coordinate the Work with any City agency or any person or firm under contract with the City doing work that affects the Work. The Contractor agrees to allow the City and/or its representatives (“**Representatives**”) to access the Work and to review any of the procedures performed by the Contractor and/or its subcontractors in doing the Work under this Agreement and to make available for inspection all notes and other documents used in performing the Work.

C. Non-exclusivity: The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all work regarding maintenance or installation in the specified locations or other locations. The City may enter into agreements with other contractors to perform the same or similar services and reserves the right to select, at the

discretion of the Department, the contractor that is the most cost effective, best suited, and/or most readily able to perform.

D. Time is of the Essence: The Work specified in the Scope of Work is time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary to perform the Work in accordance with the schedule and requirements set forth in the Scope of Work. Flagrant or persistent problems with the Contractor timely and effectively performing obligations as specified herein may result in termination of this Agreement as provided in sub-section 5.C. below or in the assessment of liquidated damages as provided in sub-section 5.E.2 below.

E. Additional On-Call Services:

1) If the City determines additional on-call services are required, the City will provide a request to the Contractor describing the general scope and intent of the additional services. The Contractor shall submit a proposal in response to the City's request, which shall include a quote for completing the work, as well as any other details requested by the City. If approved by the City, the City shall issue a Task Order. All Task Orders, signed by the Parties, shall be issued in accordance with this Agreement and subject to the budget in **Exhibit B**, and shall become part of the Work authorized under and subject to this Agreement. Each Task Order shall include, at a minimum, a detailed scope of services, a project schedule, a schedule of values, information on the number and type of materials to be installed (if applicable), drawings and specifications (if applicable), budget and payment schedule, including a "not to exceed" amount, specific to the Task Order, and any other details requested by the City. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives.

2) The City is not required to execute any minimum number of Task Orders under this Agreement, and the City reserves the right to execute Task Orders with the Contractor at its sole discretion. The City shall have no liability to compensate the Contractor for any work not specifically set forth in this Agreement and expressly authorized by the Executive Director or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing.

2. **METHODS OF WORK:**

A. **Resources, Personnel, Requirements, and Time Commitment:** Upon Contractor's receipt of a "Notice to Proceed" with respect to a Task Order, the applicable Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete such Work in an effective and expeditious manner in accordance with this Agreement, including all exhibits, and any documents developed pursuant thereto (e.g., the applicable Task Order, drawings, schedules of values). The Contractor shall furnish all labor, tools, chemicals, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. A qualified superintendent shall be present at the site when Work is being performed. The Work shall be undertaken by workers skilled, proficient, and experienced in the trades required by this Agreement. The Work shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in or developed pursuant to this Agreement or as provided to the Contractor by the Department. If the Department reasonably believes that the Work is not proceeding satisfactorily or in a timely manner because the Contractor has not utilized an adequate number of qualified and skilled personnel or workers or provided sufficient tools, supplies, equipment, or materials, then the Department may require the Contractor, at no additional cost to the City, to utilize additional qualified and skilled personnel or workers or provide additional tools, supplies, equipment, or materials to perform the Work in a manner reasonably acceptable to the Department or, as determined by the Department in its discretion, re-assign Work to any other contractor with which the City has entered a contract to provide similar services.

B. **Permits and Licenses:** Any tasks specified under this Agreement that require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. The Contractor shall obtain, at its own expense, and maintain all permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work and shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals. The City shall cooperate as reasonably necessary with Contractor to obtain such permit, license or authorization.

C. Work Site Conditions: Work sites and nearby locations shall be kept clean and neat. Equipment, vehicles, and materials no longer needed at the site shall be promptly removed from the site, and any such items lawfully stored for use on the site shall be so placed and secured as to protect the public health and safety. All scraps, debris, trash, excess soil, and other waste materials generated by the Contractor's Work hereunder shall be regularly removed and properly disposed of. Disposal in solid waste containers provided by the City is prohibited unless written authorization is obtained. The City shall reasonably cooperate in relocating occupants, staff, and personnel as may be necessary to prepare space for Contractor's Work.

D. Protection of Property: The Contractor shall assume full responsibility and expense for the protection of all public and private property, including but not limited to structures, equipment, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both above and below ground, at or near the site or sites of the Work or at any other location affected by the prosecution of the Work or the transportation or utilization of workers, equipment, or materials in connection with the Work. The Contractor shall provide, in a timely manner and in advance, written notice to: 1) the City department having charge of any property, right of way, or utility affected by the Work; 2) any utility having charge of any utility affected by the Work; and 3) any private property owner whose property or improvements will be affected by the Work, and shall make all necessary arrangements with such City department, utility, or private property owner for the removal and replacement or the protection of such property. The Contractor shall arrange and obtain any utility locations required by law or necessary to protect utilities or underground facilities on public or private property and shall be liable for any failure to obtain or comply with such utility locations. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Director may, at the Director's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Agreement.

E. Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully

familiar with and complying with all applicable federal, state, and local laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder (“**Safety Laws**”). The Contractor shall promptly notify the Department in writing of any violations of said Safety Laws, along with copies of any injury reports (whether or not related to a violation of a Safety Law), and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the Department. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions. All ladders, scaffolding, or other devices used to reach objects not otherwise accessible, shall be of sound construction, firm and stable and shall be maintained in good, operable condition. All such equipment shall be moved, placed, shifted, and removed from work areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

F. Completion; Deficiency: The Contractor shall promptly notify the Department as to the completion of the specified Work so that inspection of the Work may be made by the Department. If the Work performed is determined by the Department to be defective, deficient or incomplete, the Contractor shall correct or complete the Work, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Department, and shall promptly notify the Department upon correction or completion of the Work.

3. TERM: The term of the Agreement shall commence on **upon full execution of the Agreement** and shall expire **September 30, 2028**.

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **THREE MILLION NINE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$3,958,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum

Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the compensation for the Work that the Executive Director authorizes to be performed by the Contractor under this Agreement will total or approximate the Maximum Contract Amount. Notwithstanding any other term or provision of this Agreement, nothing in this Agreement guarantees Contractor any minimum amount of work. All Work is subject to inspection by the City prior to payment.

B. Conditions of Payment: Requests for payment, or progress payments, if applicable or appropriate, must be submitted by the Contractor to the Department with a level of detail reasonably acceptable to the City, including all supporting documentation reasonably required by the City. The requests for payment, or progress payments, if applicable or appropriate, must fully document and itemize the Work rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs, all in accordance with **Exhibit A** and **Exhibit B**. To be due and payable by the City, the following must be true, and the request for payment shall affirmatively represent that: 1) all of the specified Work has been fully performed and completed consistent with this Agreement, including all exhibits, and any documents developed pursuant thereto (e.g., the applicable Task Order, drawings, schedules of values), and approved by the City, and any applicable Notice of Deficiency has been satisfied; 2) no claims, liens, or amounts owed to employees, suppliers, or materialmen are outstanding and all requirements and conditions of Section 13 below have been fully complied with; 3) all rights, title and interests to the materials or improvements provided or installed as the result of this Work have transferred to the City; and 4) no interest or encumbrance of any kind associated with the Work will be asserted, has been acquired, or will be made by the Contractor or any other person or entity. If the request for payment does not contain these representations, the representations are hereby deemed to contain them. The request for payment must be approved by the Director or the Director's designee in writing in order to be eligible for compensation under this Agreement. Any payment may be reduced by any liquidated damages assessed by the Director under sub-section 5.E.2 below and the costs of any repair or replacement of property as specified in sub-section 2.D above. In addition, the City may withhold from payment an amount sufficient to cover any claims, as prescribed by section 38-26-107, C.R.S. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that 1) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and 2) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Amendment: The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement and that any work performed by the Contractor beyond that specifically described or allowed and expressly authorized under this Agreement or without a fully and properly executed amendment to this Agreement is performed at the Contractor's risk and without authorization under this Agreement.

5. **TERMINATION & REMEDIES:**

A. Termination for Convenience by the City: The Director, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the Director. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Director (in the Director's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

B. Termination for Convenience by the Contractor: Provided that the Contractor is not in Breach as provided in sub-section 5.C. below and subject to the survival provisions in Section 31 below, the Contractor, upon giving one hundred and twenty (120) calendar days written notice (unless a longer period is stated), may terminate this Agreement. Any unfinished portion of the Work shall be faithfully and timely performed to the extent directed by the Director (in the Director's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

C. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Agreement ("**Breach**"), for which the Director

may, at the Director's option, either terminate this Agreement, with cause, or seek liquidated damages, upon written notice to the Contractor, as provided below:

1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement and the Scope of Work, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor's control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, a strike at a manufacturer or supplier for the Work, or widespread unavailability of necessary materials or supplies;

2) There is substantial evidence that it has been or will be impossible for the Contractor to perform the Work required due to matters within the Contractor's control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving Contractor's employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by the Contractor or Contractor's employees;

3) The Contractor has persistently or flagrantly failed to perform the Work or failed to timely perform the Work or to comply with the schedule, specifications and requirements as set forth in the Scope of Work;

4) The Contractor has submitted requests for payment under Section 4 of this Agreement that are fraudulent or persistently or flagrantly erroneous or misleading;

5) The Contractor has made an assignment or transfer of, or subcontracts, its responsibilities and obligations under this Agreement without obtaining the Director's written consent or not in conformance with this Agreement;

6) The Contractor fails to obtain, renew, replace, or maintain the insurance coverage required by this Agreement or causes or is at fault for damage to property or injury to persons that is not covered or not adequately covered by insurance and the Contractor fails to remedy the situation to the satisfaction of the Director;

7) The Contractor fails to obtain or properly and timely maintain any financial assurances required by this Agreement;

8) Any lien is filed against City property because of any act or omission of the Contractor and is not timely discharged, unless the Contractor furnishes to the City such

bond or other financial assurance reasonably acceptable to the Director to protect the interests of the City;

9) The Contractor has failed to obtain or maintain any required permit or license or has utilized personnel or workers not licensed or registered as required by law;

10) The Contractor has flagrantly or persistently failed or refused to comply with any applicable Safety Laws or fails or refuses to rectify any condition or situation in violation of applicable Safety Laws;

11) The Contractor has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;

12) The Contractor fails, within three (3) calendar days of being notified, to comply with, or fails to compel its subcontractors to comply with, the prevailing wage requirements or other City ordinances applicable to the type and nature of Work being performed under this Agreement;

13) The Contractor has failed or has refused to obtain or maintain any environmental permit or approval or has failed or has refused to comply with Environmental Requirements, as specified in this Agreement or the Scope of Work.

14) 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business.

D. Compensation: Upon termination of this Agreement, with cause, under sub-section 5.C above, the Contractor shall be compensated for the Work that the Director determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under sub-section 5.E below; 2) the costs of releasing any liens related to the Work; 3) the costs of paying a new contractor for those services necessary to complete or rectify the Work; and/or 4) the costs to repair or replace any property damaged, destroyed, or lost by the Contractor or its subcontractors. The Contractor shall have

no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

E. Remedies:

1) *Termination:* For any termination of this Agreement, with cause, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of this Agreement; b) actual damages or costs caused by Breach by the Contractor; and c) recovery of costs incurred by the City as a result of the Breach by the Contractor, to the extent not covered in sub-section 5.D. above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Work satisfactorily performed in whole or part by the Contractor.

2) *Liquidated Damages:* If the Director determines, at the Director's discretion, for a Breach of this Agreement under sub-section 5.C above, not to seek termination but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages up to the amount of five hundred dollars (\$500.00) per day per site listed in the notice of Breach for any natatoriums, detention centers, or jails, and up to the amount of two hundred dollars (\$200.00) per day per site listed in the notice of Breach for all other sites, with all such damages calculated from the day that the Director issues notice to the Contractor of a Breach under sub-section 5.C through the day before the Breach is remedied, as so determined by the Director, or until the day another contractor undertakes the Work originally assigned to the Contractor. The Contractor and City hereby acknowledge and agree that it would be impractical and extremely difficult to estimate the damages that the City might incur for said Breach, and that, in the interest of assuring that Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of the Agreement or litigation.

6. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Contractor, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default.

No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

7. **STATUS OF CONTRACTOR**: The Contractor is an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time. Neither the Contractor nor the Contractor's employees or officers are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees and officers: 1) are not entitled to workers' compensation benefits through the City; 2) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and 3) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

8. **INSURANCE**

A. **General Conditions**: The 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. The 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 or legally authorized to provide coverage through surplus lines brokers 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 requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the notices section of the 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, the 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. If any policy

is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The 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: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The 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 the 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 Automobile Liability, Builder's Risk, and Excess Liability (if required), the 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.

D. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, 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/Employer's Liability Insurance: The 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: The 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.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability, or its equivalent, 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. Professional Liability (Errors & Omissions): Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

J. Builder's Risk: Contractor shall maintain minimum limits of \$2 million. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing.

9. FINANCIAL ASSURANCES: Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, prior to the commencement of any Work involving installation or construction, Contractor shall deliver to the Executive Director payment and performance bond(s) as acceptable to and approved by the City Attorney's Office ("Surety"). Such Surety shall be in a sum equal to the maximum budget amount for such Work and be payable to the City. Such Surety shall provide effective and sufficient financial assurance for the full and faithful performance of the Contractor's duties and obligations under this Agreement with respect to the relevant Work and the payment of bills for labor and materials for such Work, along with appropriate powers of attorney; provided, however, that the Surety shall not cover any obligation of the Contractor to ensure that the Work as constructed will result in any particular level of energy savings. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor's failure to perform the relevant Work as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Work under this Agreement.

The Surety shall also assure the repair or replacement of any such Work found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the City until the City's final acceptance of the relevant Work and the City's confirmation of the payment of all bills for labor and materials for such Work, including subcontractors. Satisfactory proof of renewal or acceptable replacement must be provided to the Executive Director at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor's obligations set out in this section shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

10. DEFENSE & INDEMNIFICATION:

A. To the fullest extent permitted by law, the 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 related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

C. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the 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. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S.

12. **PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax-exempt entity.

13. **LIENS AND OTHER ENCUMBRANCES:** The Contractor shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the Contractor, either pursuant to C.R.S. § 38-26-107 or by any other authority. The Contractor shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. The Contractor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement. The Contractor will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this section. The Contractor's obligations set out in this section shall survive the termination of this Agreement.

14. **ENVIRONMENTAL COMPLIANCE:** The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements relating to the Work. The Contractor shall comply with all applicable federal, state, and local environmental guidelines, rules, regulations, statutes, laws,

and orders (collectively, “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “Hazardous Materials” shall mean asbestos, asbestos-containing materials, and asbestos-contaminated soils, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, state statute counterparts to these federal statutes, any guidelines issued and rules or regulations promulgated pursuant to federal or state statutes, and any other applicable federal or state statute. The Contractor shall promptly notify the Department in writing of any violations of said Environmental Requirements, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Environmental Requirements.

15. WARRANTIES; CORRECTION OF WORK; TITLE: The Contractor warrants and guarantees that all parts, materials, components, equipment, systems and other items incorporated into the Work (“**Items**”) shall be new, unless otherwise specified, and suitable for the purpose used, and shall be of good quality, free from faults and defects, and in keeping with common industry standards and that said Items shall be properly installed or incorporated into the Work in accordance with manufacturer’s specifications and standard practices for said Items, and all of this shall be in conformance with the specifications and requirements of this Agreement. The Contractor’s warranty shall be effective for a one-year period following the completion of any part of the Work (with the warranty period start date to be identified in the Notice of Substantial Completion for the respective Work) and shall be extended for one year following any repair, replacement or corrective action required under the warranty, but in no event more than two (2) years. The Contractor, when requested, shall furnish the Department with satisfactory evidence of the kind and quality of Items proposed to be incorporated into the Work. At any time while this Agreement is in effect or during the warranty period, the Contractor shall, at no cost to the City, promptly investigate, repair, replace, or otherwise correct any of its workmanship and/or Items in the Work that contain fault(s) or defect(s), whether such failure(s) are observed by the Department or the Contractor, and promptly repair, replace, otherwise correct any damage to any personal or

real property owned by the City or another person resulting from said fault(s) or defect(s) or from the repair, replacement, or correction of the fault(s) or defect(s). The Contractor warrants that the Contractor has full title to all Items incorporated into the Work, that the transfer of such title to the City is rightful and free and clear from all security interests, liens, claims, or encumbrances whatsoever, and that the Contractor will defend such title against all persons claiming the whole or part of any Item, at no cost to the City.

16. 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 the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The 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 this 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 the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

17. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the Director. Such consent may be granted or denied at the sole and absolute discretion of said Director. Any assignment or subcontract approved by the Director may require new or extended surety and insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the Director's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations under this Agreement without such prior written consent of the Director is ineffective and void, and in no way binding on the City. In such event, the Director may elect, at the discretion of said Director, to terminate

this Agreement and all rights of the Contractor under this Agreement and/or to seek such other remedies available to the City under law. If a subcontract of any of the rights or obligations under this Agreement is approved by the Director (by prior written consent), the Contractor will ensure that each Subcontractor acts in accordance with the terms of this Agreement, including all exhibits, and any documents developed pursuant thereto (e.g., Task Orders, drawings, schedules of values).

18. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action to or by any third person or entity. Any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

20. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force of effect unless embodied in a written amendment to this Agreement executed by the Parties in the same manner as this Agreement. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

21. SEVERABILITY: If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of this Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

22. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City which 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 which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor 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, shall determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after the City has given the Contractor written notice which describes the conflict.

23. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made by the Contractor to:

Executive Director of Climate Action,
Sustainability & Resiliency
201 West Colfax Avenue, #704
Denver, Colorado 80202

With a copy to: Denver City Attorney
Denver City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

And by the City being made to the Contractor at the address set forth on the first page of this Agreement. All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing the notice in the United States mail or with the courier service.

24. DISPUTES: All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure

established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b) *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Executive Director of Climate Action, Sustainability & Resilience.

25. GOVERNING LAW; COMPLIANCE WITH LAWS; VENUE:

A. Governing Law: This Agreement shall 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 in this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments and supplements to the same.

B. Compliance with Laws: The Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, codes, rules, regulations and orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

26. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this 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 identity or gender expression, marital status, protective hairstyle or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

27. PREVAILING WAGES:

A. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every

covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

Date bid or request for qualifications/proposals was advertised: N/A.

If contract opportunity was not advertised, date of written encumbrance: August 19, 2025.

B. Prevailing wage and fringe rates will adjust on the anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract. Contractor shall provide the Auditor with electronically certified payroll records for all covered workers employed under the contract. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits. Current prevailing wage rates are attached as **Exhibit H** and incorporated into the Agreement.

28. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

29. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

30. ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement shall control.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication,

contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive this Agreement and shall continue to be enforceable. Without limiting the generality of the foregoing, the Contractor's obligations to provide insurance and to indemnify the City shall 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. In addition, all obligations for financial assurances, warranties, and title prescribed in this Agreement shall survive as provided in this Agreement.

32. INUREMENT: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns to the extent that such assignments are authorized under this Agreement.

33. 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.

34. SECTION 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.

35. LEGAL AUTHORITY: The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

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

37. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. This 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 this 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

The following exhibits are attached and incorporated by reference herein:

- Exhibit A** Scope of Work.
- Exhibit B** Budget, Payment Schedule, and Performance Guarantee.
- Exhibit C** Certificate of Insurance.
- Exhibit D** Notice to Proceed (sample).
- Exhibit E** Schedule of Values (sample).
- Exhibit F** Notice of Substantial Completion (sample).
- Exhibit G** Notice of Final Acceptance (sample).
- Exhibit H** Prevailing Wage Rate Schedules.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: CASR-202581161-00
Contractor Name: AMERESCO, INC.

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: CASR-202581161-00
Contractor Name: AMERESCO, INC.

By: DocuSigned by:
Ron Haxton
BA9906B0E6BB4BF..._____

Name: Ron Haxton
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK AND MINIMUM REQUIREMENTS:

The Work covered by this Agreement includes that identified in the SOW, below, and the Budget. The specific Work that the City will authorize will be determined, in the Executive Director's sole discretion, on an ongoing basis.

As may be directed by Executive Director, Contractor will install certain Energy Conservation Measures (ECMs¹) at select City buildings to support the City's compliance with Energize Denver requirements, as set out below. These ECMs have been identified by the Contractor in prior energy audits. As discussed in Exhibit B, such ECMs are subject to performance guarantees that they will achieve identified Energy Use Intensity (EUI) reductions.

The ECMs are intended to help City buildings comply with Energize Denver requirements. For buildings between 5,000 and 25,000 square feet, the ECMs included in this SOW should bring the building into compliance. For buildings 25,000 square feet and larger, the ECMs should advance the buildings in terms of Energize Denver compliance, but they may not be sufficient on their own to achieve full compliance; other contracts are expected to cover additional work at these buildings.

In addition to installing the identified ECMs (if and as directed by the Executive Director), the City may also request additional work, including additional energy audits and other additional, related services.

1. Energy Conservation Measures Scope

- a. If the City decides to authorize any of the ECMs in this section, the Parties will develop a Task Order. The budget and payment schedule will be as set out in Exhibit B. The Contractor will develop a detailed scope of services, a project schedule, a schedule of values (as shown in Exhibit E), information on the number and type of materials to be installed (if applicable), drawings or specifications (if applicable), updated pricing and guaranteed EUI reduction values based on any scope adjustments agreed to by the Parties, as well as any other details requested by the City. If the City approves the Task Order, it will issue a Notice to Proceed.
- b. For buildings less than 25,000 square feet, the Contractor shall plan the work to fully meet the Energize Denver compliance needs of the buildings, while also prioritizing City requests.
- c. The Contractor shall conduct two design reviews per site. Reviews can include multiple site reviews combined into one session with each City agency and the Department. Reviews shall include: (1) design and project schedule (which shall

¹ An Energy Conservation Measure is a project or technology implemented to reduce energy consumption in a building or facility.

be updated monthly), (2) details on the number and type of materials to be installed, (3) three hard copies and electronic drawings of the Work to be done, if applicable.

- d. The Contractor shall incorporate all City feedback from reviews into the drawings and specifications within 10 business days. The Contractor must receive approval from the City agency and Department before work commences.
- e. The Contractor shall coordinate access to buildings for all work, site walks, commissioning and functional testing with the agency (or agencies) occupying the building space. Representatives of the City shall at all times have access to the Work, and Contractor shall provide for such access and for the observation or inspection of the Work.
- f. If any part of the Contractor's Work depends, for proper execution or results, upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Executive Director's designee any defects in such work that render it unsuitable for such proper execution and results.
- g. The Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together properly and fit it to receive or be received by work of other separate contractors shown upon, or reasonably inferred from, the drawings and specifications for the complete structure, and shall provide for such finishes to patched or fitted work as the Executive Director's designee may direct. The Contractor shall not endanger any of its own work or the work of others by cutting, excavating or otherwise altering any such work and shall not cut or alter materials not called for demolition in the contract drawings, save with the consent of the Executive Director's designee.
- h. The Contractor shall coordinate and achieve all necessary permit inspections and commissioning audits before concealing completed work behind walls, panels, etc. The Contractor shall give the City and its Representatives 5 business days to inspect the work before it is concealed.
- i. The Contractor shall coordinate weekly status updates with each City agency and the Department.
- j. The Contractor shall provide and maintain a multi-site project schedule.
- k. The Contractor shall maintain a risk register and a deficiency log, which shall include any Notices of Deficiency and any fault(s) or defect(s) in the Work, whether such failure(s) are observed by the Department or the Contractor.
- l. The Contractor shall provide any commissioning activities relevant to the work, as may be required by the State, unless stated otherwise by the City.
- m. The Contractor shall provide startup and functional testing per manufacturer guidelines.

- n. The Contractor shall provide one recorded in-person maintenance and operator training for lighting controls per City agency maintenance team per brand and technology of control used in this scope.
- o. If it is determined that environmental testing is required before an Energy Conservation Measure can be performed, the Contractor shall inform CASR and stop work on that measure.
- p. The contractor shall identify available rebates at each design review and apply for all available rebates on behalf of the City.
- q. During the Term of the Agreement, the Contractor shall complete and make timely submissions of paperwork for all buildings as required for compliance with the Energize Denver Ordinance. Any paperwork not related to ECMs implemented by the Contractor shall be considered “Additional On-Call Services” and offered as a separate Task Order.
- r. The following documents shall be consulted or developed as necessary to deliver the Energy Conservation Measures in Tables 1-3, below, as well as any Work authorized under Sections 2 and 3, below and will comprise the closeout package to be delivered digitally by the Contractor before Final Acceptance. The Contractor shall confirm the number and type of materials installed and revise any drawings of the Work completed such that they reflect any changes from the original drawings (if applicable).
 - i. The Agreement, including all Exhibits;
 - ii. Performance and Payment Bonds or other Surety ;
 - iii. Completed Energy Audit Package(s) relevant to the Work
 - iv. Any drawings and specifications developed by Contractor and accepted by City;
 - v. Any change orders and any amendments to change orders approved by the City and Contractor;
 - vi. Certificates of insurance reflecting satisfaction of insurance requirements;
 - vii. Notice to Proceed;
 - viii. Notice of Approval of Occupancy/Use (if applicable);
 - ix. Notice of Substantial Completion;
 - x. Notice of Final Acceptance;
 - xi. Notice of Contractor’s Settlement of bonds or other Surety;
 - xii. Invoices and Payment Applications.
 - xiii. Submitted Rebate Applications
- s. Without limiting any other provision of this contract, 10 months following the warranty period start date for any ECM (as specified in the Notice of Substantial Completion), the Contractor shall perform a “10-Month Walk” with City Representatives and create a warranty deficiency log and correct identified deficiencies.
- t. The Parties agree that the Scope of Work does not include any costs associated with mitigating asbestos. In the event the Contractor encounters or discovers any

hazardous materials or substances during its performance of the Work, including friable asbestos, it shall immediately stop any affected Work, take reasonable precautions concerning such hazardous material or substances, and notify the Executive Director or the Executive Director’s designee verbally and in writing of the existence of such materials or substances immediately upon discovery. The City may choose to either (1) mitigate such asbestos to allow the Work to continue, or (2) remove the Work from the Scope of Work and revise the applicable Task Order accordingly.

Tables 1-3 list the Energy Conservation Measures that have been identified in prior energy audits and that may be performed per this Scope of Work.

Table 1. Denver Parks and Recreation ECMs by Site		
Ameresco ECM #	Scope Description	Facility
Env1	Weatherization	Cook Park Recreation Center
L1	LED	Cook Park Recreation Center
L1	LED	Berkeley Lake Park Aquatics Office
C1	RCx	Carla Madison Recreation Center
Env1	Weatherization	Carla Madison Recreation Center
C1	RCx	Central Park Recreation Center
Env1	Weatherization	Central Park Recreation Center
C1	RCx	City Park Maintenance Greenhouse
Env1	Weatherization	City Park Maintenance Greenhouse
L1	LED	City Park Maintenance Greenhouse
L1	LED	City Park Pavilion
Env1	Weatherization	Civic Center Park Greek Theatre
L1	LED	Denver Community Recreation
L1	LED	Forestry/Headquarters/Mower Shop
L1	LED	Four Mile
L1	LED	Glenarm Recreation Center
C1	RCx	Green Valley Ranch Recreation Center
Env1	Weatherization	Green Valley Ranch Recreation Center
HVAC-3 Test and Balance (TAB)	TAB	Green Valley Ranch Recreation Center
L1	LED	Gun Club

C1	RCx	Hiawatha Davis Jr Recreation Center
Env1	Weatherization	Hiawatha Davis Jr Recreation Center
L1	LED	Highland Recreation Center
L1	LED	Jason St South
L1	LED	La Alma Rec Center
Env1	Weatherization	Martin Luther King Recreation Center
C1	RCx	Montbello Recreation Center
Env1	Weatherization	Montbello Recreation Center
C1	RCx	Montclair Recreation Center
Env1	Weatherization	Montclair Recreation Center
C1	RCx	Rude Recreation Center
Env1	Weatherization	Rude Recreation Center
Env1	Weatherization	Scheitler Recreation Center
L1	LED	Scheitler Recreation Center
Env1	Weatherization	Sloan's Lake Park Boathouse
L1	LED	Sloan's Lake Park Boathouse
Env1	Weatherization	SW Headquarters
L1	LED	SW Headquarters
Env1	Weatherization	Swansea Recreation Center
L1	LED	Swansea Recreation Center
Env1	Weatherization	Twentieth St Recreation Center
L1	LED	Twentieth St Recreation Center
L1	LED	Ashland Pool

Table 2. Public Safety General ECMs by Site		
Ameresco ECM #	ECM	Facility
L1	LED	Denver County Jail
Env1	Weatherization	Denver County Jail
C1	RCx	Denver County Jail
HVAC-2	Mechanical Insulation	Denver County Jail
C3	DCV Kitchen Hoods	Detention Center

HVAC-2	Mechanical Insulation	Detention Center
C1	RCx	Detention Center
Env1	Weatherization	Detention Center
L1	LED	Detention Center
C2	RCx	Detention Center

Table 3. City of Denver Golf ECMs by Site

Ameresco ECM #	Scope Description	Facility
L1	LED	Evergreen Golf Course
L1	LED	Harvard Gulch Golf Course
L1	LED	Overland Clubhouse
L1	LED	Wellshire Clubhouse
L2	LED	Willis Case Golf Course

2. Energy Audits and Energize Denver Compliance Information and Reporting

Subject to the Budget, energy audits of City buildings may be added to this Agreement via the “Additional On-Call Services” process described in Section 1.E. of the Agreement. Requirements for the energy audits are listed in Table 4 and the paragraphs below.

TABLE 4. REQUIREMENTS FOR ASHRAE LEVEL 2 ENERGY AUDITS

Required Task	5,000 - 24,999 sqft	>=25,000 sqft	Resource
Perform Investment Grade Energy Audits	x	x	Audit Template Tool ²
Create LED Lighting Plan	x		Compliance through Lighting ³ (Section 5 & 7 of web page)

² <https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-25000-sq-ft-or-Larger/Performance-Requirements-NEW/Flexibility-in-Compliance/Energy-Audits-for-Performance-Requirements>

³ <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-5000-24999-sq-ft/Compliance-Guide>

Identify Renewable Energy Options	x	x	Compliance through Renewable Energy⁴ (Section 5 of web page) Renewable Energy for 25K+ SF⁵
Ad Hoc Reporting for Buildings already in compliance	x	x	
Create Alternate Compliance Option Applications as needed for failing equipment.	As needed		Flexibility in Compliance⁶
Coordination of Review Meetings and Building Access	x	x	

- a. Minimum Energy Audit Requirements - Energy audits for individual buildings must follow ANSI/ASHRAE/ACCA Standard 211-2018 and have the following minimum requirements:
 - i. Meet the minimum requirements of an ASHRAE Level 2 Audit.
 - ii. Be submitted through the online Denver Audit Template tool.
 - iii. Energy audits that meet the above requirements and were completed after January 1, 2020, may be used to meet this section.
 - iv. Confirmation of building information included in the existing benchmarking database.
 - v. Identify any buildings that qualify for any target adjustments per Section 3.4.6 of the Energize Denver technical guidance documentation and qualifying information for the time adjustments.
 - vi. Investment Analysis for Energy Conservation Measures and Compliance Solution Identifications
 - Individual measure implementation cost and timeframe
 - Projected EUI and utility usage reductions.
 - Individual measure savings to investment ratio (SIR) and return on investment (ROI) calculations
 - Building-wide measure implementation cost and projected EUI

⁴ <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-5000-24999-sq-ft/Compliance-Guide>

⁵ <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-25000-sq-ft-or-Larger/Performance-Requirements-NEW/Flexibility-in-Compliance#section-3>

⁶ <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/High-Performance-Buildings-and-Homes/Energize-Denver-Hub/Buildings-25000-sq-ft-or-Larger/Performance-Requirements-NEW/Flexibility-in-Compliance>

- savings
 - Building-wide savings to investment ratio (SIR) and return on investment (ROI) calculations.
 - Total project cost and site EUI savings, including total SIR and ROI.
- vii. The energy auditor must have one of the following credentials/licenses or work on a team under a licensed/credentialed individual:
 - Professional Engineer (licensed in the United States)
 - Certified Energy Auditor (Association of Energy Engineers)
 - Certified Energy Manager (Association of Energy Engineers)
 - Building Energy Assessment Professional (ASHRAE)
 - High-Performance Building Design Professional (ASHRAE)
 - Multifamily Building Analyst (Building Performance Institute)

- b. LED Lighting Audit - The selected Contractor shall provide a complete lighting audit of the facility, including all interior and exterior fixtures, including area and parking lot lights that are paid for by the City. This audit should include, at minimum, the following information for each lamp (bulb or fixture, as appropriate):
 - i. Type: incandescent, fluorescent, halogen, CFL, sodium, LED, etc.
 - ii. Wattage: what is the published power consumption in Watts of the bulb or fixture
 - iii. Burn hours: estimated annual usage, in hours
 - iv. Base: what is the bulb base's shape and size. For wired fixtures, indicate N/A.
 - v. Shape: tube, arbitrary, bulged reflector, sealed beam, etc.
 - vi. Size: diameter for all round shapes, diameter and length for all tubes, trade sizes acceptable
 - vii. Color Temperature in Kelvin
 - viii. Location: this can be a specific room or general area, such as a wing of a building, as needed to accurately describe the lamps in the facility
 - ix. Environment: indoor or outdoor
 - x. Total count of the bulbs or fixtures sharing the above characteristics
 - xi. Identification of suitable replacement LED lamps for each of the identified lamps to achieve 90% compliance threshold
 - xii. Clearly list those lamps without a suitable LED replacement such as some process lighting or stage lighting

- xiii. Estimated unit cost of LED replacements
 - xiv. Estimated energy and energy cost savings from completing all replacements
 - xv. Calculation of the percent of the lighting load, in kWh, that is supplied by LEDs before and after any proposed retrofits
- c. Identification of on-site renewable opportunities - The City would like to expand on-site renewable energy applications. Renewable energy applications include solar photovoltaic, wind, geothermal, and others. It is not the City's intention to implement new energy installations. Rather, it is the intent to identify locations where energy installations make logistic and financial sense for future implementation. Renewable opportunity identification reporting shall include:
- i. Identifying the estimated nameplate capacity
 - ii. Location
 - iii. Installation method
 - iv. Anticipated interconnection location and method
 - v. Any site constraints for each identified opportunity.
- d. Ad hoc reporting to CASR Portal - There are several facilities that are already in compliance with the Energize Denver Ordinance. For these facilities, ad hoc building information reporting submission will need to be provided. In this process the contractor shall confirm building information is correct and complete the reporting required by the Ordinance.
- e. Alternative Compliance Applications – An alternative compliance pathway will be required to extend the time for interim compliance targets. The office of Climate Action, Sustainability and Resiliency (CASR) has a range of resources explaining the Energize Denver Ordinance, interim targets, and alternative compliance options [here](#), visit sections 4 and 5.
- f. For any energy audit, the Contractor shall coordinate the following at a minimum:
- i. Kickoff meeting with each Agency's staff
 - Make introductions
 - Gather Points of Contacts
 - Get building access instructions /keys
 - Answer Agency questions
 - ii. Site walks with and without CASR and Agency staff.
 - iii. Weekly Progress Updates
 - iv. Multiple ECM and Plan reviews

3. Other Additional On-Call Services

Subject to the Budget, CASR may request additional work under this Agreement pursuant to the terms of the “Additional On-Call Services” process described in Section 1.E. of the Agreement. Additional On-Call Services will be related to energy audits, ECMs, and reporting obligations to support the City in complying with Energize Denver requirements, and these may include:

- a. Cost Estimating for ECMs
- b. Engineering Consulting and Studies for ECMs
- c. Lighting and HVAC Commissioning
- d. Project Management for energy audits and ECMs
- e. ECM Technical Specifications

EXHIBIT B

BUDGET, PAYMENT SCHEDULE, AND PERFORMANCE GUARANTEE

1. Budget

a. Payment Schedule for Energy Conservation Measures (ECMs):

Milestones	% of Energy Conservation Measure Price
Schematic Design Phase	Completed
Document Design and RCx Investigation Phase	15%
Contract Document Design Phase	10%
Notice to Proceed	No Payment
Substantial Completion	50%
Completion of Startup, Commissioning, & Resolution of Deficiencies	15%
Final Acceptance & Closeout Documentation	10%

*Substantial Completion defined as beneficial use.

All ECMs shall be grouped by activity then listed by site on the Schedule of Values when invoicing. Monthly progress billing up to each milestone percentage can be billed as shown in Table 1, above, during the respective milestone.

b. The Payment Schedule for any Additional Work will be set out in the relevant Task Order issued by the City.

c. For ECMs, reimbursement for lighting replacements and retrofits may include up to 15% extra due to unexpected tariffs, if (i) the tariff is activated after October 1st, 2025, and (ii) the imposition of the tariff is well documented via receipt or invoice. Receipts and/or invoices shall be attached to the schedule of values for payment.

d. Denver Parks and Recreation Budget

Ameresco ECM #	Scope Description	Facility	ECM Cost (\$)
HVAC-3	Test & Balance (TAB)	Green Valley Ranch Recreation Center	\$319,106
C1	HVAC Controls RCx	Carla Madison Recreation Center	
		Central Park Recreation Center	

	City Park Maintenance Greenhouse	
	Green Valley Ranch Recreation Center	
	Hiawatha Davis Jr Recreation Center	
	Montbello Recreation Center	
	Montclair Recreation Center	
	Rude Recreation Center	
Total Retrocom3718+missioning Cost for Denver Parks and Recreation		\$319,106

Table 3. Denver Parks and Recreation Lighting Retrofits Cost

Ameresco ECM #	Scope Description	Facility	ECM Cost (\$)	Documented Tariffs Post 2025 Not to Exceed (\$)
L1	LED	Cook Park Recreation Center	\$24,784	\$3,717
L1	LED	Berkeley Lake Park Aquatics Office	\$6,598	\$989
L1	LED	City Park Maintenance Greenhouse	\$103,317	\$15,497
L1	LED	City Park Pavilion	\$10,842	\$1,626
L1	LED	Denver Community Recreation	\$29,325	\$4,398
L1	LED	Forestry/Headquarters/Mower Shop	\$3,354	\$503
L1	LED	Four Mile	\$30,744	\$4,611
L1	LED	Glenarm Recreation Center	\$8,493	\$1,273
L1	LED	Gun Club	\$1,515	\$227
L1	LED	Highland Recreation Center	\$12,251	\$1,837
L1	LED	Jason St South	\$37,907	\$5,686
L1	LED	La Alma Rec Center	\$9,035	\$1,355
L1	LED	Scheitler Recreation Center	\$49,267	\$7,389
L1	LED	Sloan's Lake Park Boathouse	\$10,685	\$1,602
L1	LED	SW Headquarters	\$10,430	\$1,564
L1	LED	Swansea Recreation Center	\$42,480	\$6,372
L1	LED	Twentieth St Recreation Center	\$33,214	\$4,982
L1	LED	Ashland Pool	\$10,329	\$1,549
Total Denver Parks and Recreation Lighting Retrofits Cost			\$434,570	\$65,177

Table 4. Denver Parks and Recreation General ECM Cost			
Ameresco ECM #	Scope Description	Facility	ECM Cost (\$)
Env1	Weatherization	Cook Park Recreation Center	\$6,881
Env1	Weatherization	Carla Madison Recreation Center	\$8,622
Env1	Weatherization	Central Park Recreation Center	\$9,425
Env1	Weatherization	City Park Maintenance Greenhouse	\$3,566
Env1	Weatherization	Civic Center Park Greek Theatre	\$2,589
Env1	Weatherization	Green Valley Ranch Recreation Center	\$9,267
Env1	Weatherization	Hiawatha Davis Jr Recreation Center	\$9,195
Env1	Weatherization	Martin Luther King Recreation Center	\$7,427
Env1	Weatherization	Montbello Recreation Center	\$9,429
Env1	Weatherization	Montclair Recreation Center	\$7,971
Env1	Weatherization	Rude Recreation Center	\$6,808
Env1	Weatherization	Scheitler Recreation Center	\$9,832
Env1	Weatherization	Sloan's Lake Park Boathouse	\$2,589
Env1	Weatherization	SW Headquarters	\$1,171
Env1	Weatherization	Swansea Recreation Center	\$6,092
Env1	Weatherization	Twentieth St Recreation Center	\$985
Total Denver Parks and Recreation General ECM Cost			\$101,849

e. Denver Public Safety Budget

Table 5. Public Safety Retrocommissioning Cost			
Ameresco ECM #	Scope Description	Facility	ECM Cost (\$)
C1	RCx	Denver County Jail	\$684,554
C1	RCx	Detention Center	
C2	RCx	Detention Center	
C3	DCV Kitchen Hoods	Detention Center	
Total Public Safety Retrocommissioning Cost			\$684,554

Table 6. Public Safety Lighting Retrofit Cost				
Ameresco ECM #	Scope Description	Facility	ECM Cost (\$)	Documented Tariffs Post 2025 Not to Exceed (\$)
L1	LED	Denver County Jail	\$538,914	\$80,837
L1	LED	Detention Center	\$662,473	\$99,371
Total Public Safety Lighting Retrofit Cost			\$1,201,387	\$180,208

Table 7. Public Safety General ECM Cost			
Ameresco ECM #	Scope Description	Facility	ECM Cost (\$)
Env1	Weatherization	Denver County Jail	\$71,476
HVAC-2	Mechanical Insulation	Denver County Jail	\$187,400
HVAC-2	Mechanical Insulation	Detention Center	\$76,291
Env1	Weatherization	Detention Center	\$31,704
Total Public Safety General ECM Cost			\$366,871

f. City of Denver Golf

Table 8. City of Denver Golf Lighting Retrofits Costs				
Ameresco ECM #	Scope Description	Facility	ECM Cost (\$)	Documented Tariffs Post 2025 Not to Exceed (\$)
L1	LED	Evergreen Golf Course	\$4,518	\$677
L1	LED	Harvard Gulch Golf Course	\$11,281	\$1,692
L1	LED	Overland Clubhouse	\$11,799	\$1,769
L1	LED	Wellshire Clubhouse	\$21,246	\$3,186
L2	LED	Willis Case Golf Course	\$27,899	\$4,184
Total City of Denver Golf Lighting Retrofits Cost			\$76,743	\$11,508

g. Maximum Contract Amount

Table 9. Maximum Contract Amount	
Denver Parks and Recreation	
Lighting Retrofits	\$434,570
Not to Exceed Tariff Value	\$65,177
Energy Conservation Measures	\$101,849
Retrocommissioning	\$319,106
Parks and Recreation Total	\$920,702
Denver Public Safety	
Public Safety ECM Cost	\$366,871
Public Safety Retrocommissioning Cost	\$684,554
Public Safety Lighting Retrofit Cost	\$1,201,387
Not to Exceed Tariff Value	\$180,208
Public Safety Total	\$2,433,020
City of Denver Golf	
Lighting Retrofits	\$76,743
Not to Exceed Tariff Value	\$11,508
Golf Total	\$88,251
Contingency / On-Call Capacity	\$516,027
Maximum Contract Amount	\$3,958,000

Subject to the Maximum Contract Amount stated in the Agreement, the Executive Director or the Executive Director’s designee has the authority to adjust the Budget to reallocate funds from one line item to another. Each adjustment to the Budget must be made in writing and must be signed by the Executive Director or the Executive Director’s designee. The Budget may be used only for Work identified in the Scope of Work or eligible to be included as “Additional On-Call Services,” as described in the Scope of Work.

The “Contingency/On-Call Capacity” budget amount may be used only with the City’s prior written authorization (e.g., by inclusion in a Task Order that the City has approved via a Notice to Proceed).

2. Guaranteed Performance of ECMs by Site

Baseline, weather normalized utility bill data will be taken from the 12 months preceding the project start date or the most recent acceptable Energize Denver reporting year that most closely approximates a typical year for the site. Guaranteed performance will be verified by 12 months

of weather normalized utility bill data starting with the billing period after the Substantial Completion date. If the baseline site energy use has not been reduced by the Guaranteed Energy Use Intensity (EUI) Reduction listed in Tables 10-12 below, the contractor must submit Type A (Key Parameter Measurement) or Type B (All Parameter Measurement) International Performance Measurement and Verification Protocol (IPMVP) measurement and verification for each ECM implemented at the site to the Executive Director or the Executive Director’s designee. If the guaranteed EUI reduction cannot be shown by Type A or B IPMVP Measurement and Verification, the Contractor shall perform additional ECMs to achieve the guaranteed reduction or reimburse the City on a prorated basis for the applicable project costs listed in Tables 2-8, above, for the EUI Reduction not achieved.

The Parties agree that the EUI reductions for all of the RCx measures in the tables below are estimates, and for those measures, the City will accept final EUI reductions that are at least 95% of the value identified.

Table 10. Denver Parks and Recreation ECMs and Guaranteed EUI Reduction by Site

Ameresco ECM #	Scope Description	Facility	EUI Reduction by ECM	Guaranteed EUI Reduction by Site
Env1	Weatherization	Cook Park Recreation Center	2.55	3.44
L1	LED	Cook Park Recreation Center	0.89	
L1	LED	Berkeley Lake Park Aquatics Office	0.54	0.54
C1	RCx	Carla Madison Recreation Center	5.51	6.93
Env1	Weatherization	Carla Madison Recreation Center	1.42	
C1	RCx	Central Park Recreation Center	5.01	6.80
Env1	Weatherization	Central Park Recreation Center	1.79	
C1	RCx	City Park Maintenance Greenhouse	5.89	7.39
Env1	Weatherization	City Park Maintenance Greenhouse	0.97	
L1	LED	City Park Maintenance Greenhouse	0.53	
L1	LED	City Park Pavilion	0.77	0.77
Env1	Weatherization	Civic Center Park Greek Theatre	4.74	4.74
L1	LED	Denver Community Recreation	2.61	2.61

L1	LED	Forestry/Headquarters/Mower Shop	0.0	0.0
L1	LED	Four Mile	2.65	2.65
L1	LED	Glenarm Recreation Center	1.1	1.14
C1	RCx	Green Valley Ranch Recreation Center	5.79	12.72
Env1	Weatherization	Green Valley Ranch Recreation Center	2.11	
HVAC-3 Test and Balance (TAB)	TAB	Green Valley Ranch Recreation Center	4.82	
L1	LED	Gun Club	1.69	1.69
C1	RCx	Hiawatha Davis Jr Recreation Center	4.48	6.82
Env1	Weatherization	Hiawatha Davis Jr Recreation Center	2.34	
L1	LED	Highland Recreation Center	0.64	0.64
L1	LED	Jason St South	1.66	1.66
L1	LED	La Alma Rec Center	0.10	0.10
Env1	Weatherization	Martin Luther King Recreation Center	2.33	2.33
C1	RCx	Montbello Recreation Center	4.32	6.63
Env1	Weatherization	Montbello Recreation Center	2.31	
C1	RCx	Montclair Recreation Center	6.87	8.91
Env1	Weatherization	Montclair Recreation Center	2.04	
C1	RCx	Rude Recreation Center	6.09	7.99
Env1	Weatherization	Rude Recreation Center	1.90	
Env1	Weatherization	Scheitler Recreation Center	3.05	4.72
L1	LED	Scheitler Recreation Center	1.67	
Env1	Weatherization	Sloan's Lake Park Boathouse	3.00	3.03
L1	LED	Sloan's Lake Park Boathouse	0.03	
Env1	Weatherization	SW Headquarters	1.53	2.94
L1	LED	SW Headquarters	1.41	
Env1	Weatherization	Swansea Recreation Center	3.58	5.66
L1	LED	Swansea Recreation Center	2.08	
Env1	Weatherization	Twentieth St Recreation Center	0.43	2.11
L1	LED	Twentieth St Recreation Center	1.68	
L1	LED	Ashland Pool	2.81	2.81

Table 11. Public Safety General ECM Guaranteed EUI Reduction by Site				
Ameresco ECM #	ECM	Facility	EUI Reduction by ECM	Guaranteed EUI Reduction by Site
L1	LED	Denver County Jail	5.2	17.5
Env1	Weatherization	Denver County Jail	1.7	
C1	RCx	Denver County Jail	4.9	
HVAC-2	Mechanical Insulation	Denver County Jail	5.7	
C3	DCV Kitchen Hoods	Detention Center	1.7	8.8
HVAC-2	Mechanical Insulation	Detention Center	0.7	
C1	RCx	Detention Center	2.1	
Env1	Weatherization	Detention Center	0.3	
L1	LED	Detention Center	3.3	
<u>C2</u>	RCx	Detention Center	0.7	

Table 12. City of Denver Golf ECMs and Guaranteed EUI Reduction by Site			
Ameresco ECM #	Scope Description	Facility	Guaranteed EUI Reduction by Site
L1	LED	Evergreen Golf Course	3.3
L1	LED	Harvard Gulch Golf Course	2.6
L1	LED	Overland Clubhouse	1.4
L1	LED	Wellshire Clubhouse	2.9
L2	LED	Willis Case Golf Course	11.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2025

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, LLC 115 Federal Street Boston MA 02110	CONTACT NAME: Hunter Araujo PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: hunter_araujo1@ajg.com														
INSURED Ameresco, Inc. 111 Speen Street Suite 410 Framingham MA 01701	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Steadfast Insurance Company</td> <td style="text-align: center;">26387</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER C : Hartford Accident and Indemnity Company</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Steadfast Insurance Company	26387	INSURER B : Hartford Fire Insurance Company	19682	INSURER C : Hartford Accident and Indemnity Company	22357	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 493058487** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	Y	30 CSF WQ0269	1/31/2025	1/31/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	30 UEL WQ0268	1/31/2025	1/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	30 WV WQ0267	1/31/2025	1/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			EOC 6692743-14	1/31/2025	1/31/2026	Each Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Builder's Risk and Installation Floater: \$20,000,000

 Builder's Risk and Installation Floater AXA XL - Policy #UM00131160MA25A - Effective Date 1/31/25 - 1/31/26 | Carrier: XL Specialty Insurance Company
 Other terms/conditions may apply as per policy terms/conditions.
 Re: Energy Audits and Conservation Measures covered by the Contract Services Agreement

 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the General liability and Auto liability policies. Waiver of Subrogation applies to certificate holder, as respects the General liability, Auto liability and Workers Compensation policy(ies). 30 day notice of cancellation applies except for non payment of premium which is 10 days notice.

CERTIFICATE HOLDER City and County of Denver Climate Action, Sustainability and Resiliency Dept #704 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
---	--

Purchase Order Number: PO-[XXXXXXXXXX]
Contract ID: SC- [XXXXXXXXXX]

**EXHIBIT D
NOTICE TO PROCEED**

DATE:

TO:

FROM:

SUBJECT:

In accordance with the Contract Services Agreement between the City and County of Denver and [Developer Name] (Contract # [CASR Contract Number]) dated [Date of Contract Execution] this is your Notice to Proceed to Commence [Development or Construction Phase] for the following Energy Efficiency project.

Facility Name: [Project Name]

Sincerely,

XXXXXXXXXXXX, CASR Project Manager
City and County of Denver

cc: CASR Deputy Executive Director
CASR Finance and Admin Team

EXHIBIT E
SCHEDULE OF VALUES

EXHIBIT F
Notice of Substantial Completion

Notice of Substantial Completion (per ECM / FIM)

Date of Notice _____

Contractor: _____

Contract Name / #: _____

Notice is hereby given that the City and County of Denver's Climate Action, Sustainability & Resiliency Department accepts the installed equipment for ECM / FIM _____ and establishes a warranty period start date of _____.

Climate Action, Sustainability & Resiliency

By _____

Title _____

Date _____

EXHIBIT G
Notice of Final Acceptance

Notice of Final Acceptance

Date of Notice _____

Contractor: _____

Contract Name / #: _____

Notice is hereby given that the City and County of Denver's Climate Action, Sustainability & Resiliency Department accepts the Project and establishes a Performance Commencement Date of _____.

Climate Action, Sustainability & Resiliency

By _____

Title _____

Date _____

EXHIBIT H
PREVAILING WAGES

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

2025 Building General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: July 16, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Tuesday, July 15, 2025**, and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

[General Wage Decision No. CO20250020](#)

Superseded General Decision No. CO20240020

Modification No. 5

Publication Date: 07/15/2025

(5 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under \$18.81 to comply with the city's minimum wage.

General Decision Number: CO20250020 07/11/2025

Superseded General Decision Number: CO20240020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS

(Does not include single-family homes or apartments up to and including four stories.)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	02/07/2025
2	03/07/2025
3	03/14/2025
4	05/16/2025
5	07/15/2025

ASBE0028-002 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/HEAT & FROST INSULATOR – MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION)	\$34.98	\$16.47
CARP0055-002 05/01/2025	RATES	FRINGES
CARPENTER (DRYWALL HANGING ONLY)	\$35.10	\$13.84
CARP1607-001 06/01/2025	RATES	FRINGES
MILLWRIGHT	\$42.50	\$19.02
ELEC0068-012 06/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING)	\$46.80	\$19.53
ELEV0025-001 01/01/2024	RATES	FRINGES
ELEVATOR MECHANIC	\$56.57	\$40.35

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked.
8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year’s Day; Memorial Day; Independence Day; Labor Day; Veterans’ Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2024	RATES	FRINGE
POWER EQUIPMENT OPERATOR (CRANE)		
141 TONS AND OVER	\$39.80	\$15.20
50 TONS AND UNDER	\$35.78	\$15.20
51 TO 90 TONS	\$36.09	\$15.20
91 TO 140 TONS	\$37.34	\$15.20
IRON0024-010 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL/ORNAMENTAL	\$39.21	\$12.79
IRON00847- 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	\$55.25	\$3.65
PAIN0079-006 08/01/2022	RATES	FRINGES
PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING)	\$27.41	\$11.56
PAIN0079-007 08/01/2022	RATES	FRINGES
DRYWALL FINISHER/TAPER	\$28.11	\$11.56
PAIN0419-001 06/01/2022	RATES	FRINGES
SOFT FLOOR LAYER (VINYL AND CARPET)	\$18.81	\$14.33

PAIN0930-002 07/01/2024	RATES	FRINGES
GLAZIER	\$35.51	\$12.65

PLUM0003-009 06/01/2024	RATES	FRINGES
PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION)	\$45.43	\$20.15

PLUM0208-008 06/01/2024	RATES	FRINGES
PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION)	\$44.15	\$22.43

SFCO0669-002 04/01/2024	RATES	FRINGES
SPRINKLER FITTER (FIRE SPRINKLERS)	\$45.44	\$26.98

SHEE0009-004 07/01/2024	RATES	FRINGES
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION)	\$39.47	\$21.83

SUCO2013-006 07/31/2015	RATES	FRINGES
BRICKLAYER	\$21.96	\$0.00
CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY	\$22.40	\$4.85
CARPENTER: METAL STUD INSTALLATION ONLY	\$20.81	\$0.00
CARPENTER, EXCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, AND METAL STUD INSTALLATION	\$21.09	\$6.31
CEMENT MASON/CONCRETE FINISHER	\$20.09	\$7.03
LABORER: COMMON OR GENERAL	\$19.81	\$5.22
LABORER: MASON TENDER – BRICK	\$20.32	\$0.00
LABORER: MASON TENDER – CEMENT/CONCRETE	\$20.33	\$0.00
LABORER: PIPELAYER	\$19.86	\$3.68
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	\$20.78	\$5.78
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	\$20.10	\$3.89
OPERATOR: GRADER/BLADE	\$21.50	\$0.00
ROOFER	\$18.85	\$0.00
TRUCK DRIVER: DUMP TRUCK	\$18.97	\$0.00
WATERPROOFER	\$18.83	\$0.00

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 05/20/2025

CLASSIFICATION	BASE	FRINGE
BOILERMAKER	\$30.97	\$21.45
LABORER: CONCRETE SAW	\$18.90	\$0.00
PAPER HANGER	\$20.15	\$6.91
PLASTERER	\$32.55	\$13.00
PLASTER TENDER	\$18.81	\$0.00
TRUCK DRIVER: FLATBED	\$19.14	\$10.07
TRUCK DRIVER: SEMI	\$19.48	\$10.11
CLASSIFICATION: POWER EQUIPMENT OPERATOR	BASE	FRINGE
CONCRETE MIXER — LESS THAN ONE YD	\$23.67	\$10.67
CONCRETE MIXER – 1 YD AND OVER	\$23.82	\$10.68
DRILLERS	\$23.97	\$10.70
LOADER – UP TO AND INCLUDING SIX CU YD	\$23.67	\$10.67
LOADERS – OVER SIX CU YD	\$23.82	\$10.68
MECHANIC	\$18.81	\$0.00
MOTOR GRADER	\$23.97	\$10.70
OILERS	\$22.97	\$10.70
ROLLER	\$23.67	\$10.67

Go to www.DenverGov.org/Auditor to view the Prevailing Wage Clarification Document for complete list of classifications used.