

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado, (the “City”) and **ENERGY OUTREACH COLORADO EFFICIENCY LLC**, a Colorado limited liability company, whose address is 303 East 17th Avenue, Suite 405, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

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

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

3. TERM: The Agreement will commence on **September 1, 2022** and will expire on **August 31, 2025** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts

set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

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

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION DOLLARS AND NO CENTS (\$4,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. DIVISION OF SMALL BUSINESS OPPORTUNITY (MWBE Provisions):

(a) This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "Goods and Services Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 15%.

(b) Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:

(1) If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-

129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

(2) If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.

(3) If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.

(4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to the DSBO Director all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

(5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

(6) Failure to comply with these provisions including the Utilization Plan and any modifications thereto may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.

(7) Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

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

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

10. INSURANCE:

a. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better.

Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Business Auto Liability, Cyber and Excess Liability/Umbrella (if required), Contractor and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

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

f. **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

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

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

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

11. DEFENSE AND INDEMNIFICATION:

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

indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

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

13. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for

termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

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

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

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

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

18. CONFLICT OF INTEREST:

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

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include

transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Climate Action, Sustainability and Resiliency or Designee
201 W. Colfax Avenue, Suite 708
Denver, Colorado 80202

With a copy of any such notice to:

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

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

20. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

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

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

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

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

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

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

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

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

to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

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

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

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

31. CONFIDENTIAL INFORMATION:

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

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

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral

representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

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

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

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Contract Control Number: CASR-202263932-00
Contractor Name: ENERGY OUTREACH COLORADO EFFICIENCY LLC

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

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

CASR-202263932-00
ENERGY OUTREACH COLORADO EFFICIENCY LLC

DocuSigned by:
Jennifer Gremmert
D498FDE2BE03408...

By: _____

Jennifer Gremmert

Name: _____
(please print)

Executive Director

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

OVERVIEW

Vendor Information	
Organization Name:	Energy Outreach Colorado Efficiency LLC
Contact Person:	Luke Ilderton
Physical Address:	225 E 16 th Ave, Denver 20203
Phone:	303-226-5059
Email:	lilderton@energyoutreach.org

Project/Program/Work Narrative:

Through the healthy home electrification program, EOC will help CASR meet the programs' goal of reducing greenhouse gas emissions from income-qualified homes, improve indoor air quality, and reduce exposure to pollutants for those living with chronic respiratory and health conditions. These home improvements will have significant benefits for residents including stabilizing long-term costs for tenants and homeowners, providing climate resiliency, creating local jobs, training the workforce on heat pump technology, energy bill savings, and an understanding of the safety benefits of electrifying a home.

This project will be a collaboration between EOC, Groundwork Denver, Clinica Tepeyac, Children's Hospital of Colorado, African American Trade Association, Empowercom, Group 14 Engineering, and the Colorado Clean Energy Fund.

The project's partnership includes local healthcare partners who are limited in what services they can provide to their patients beyond medication and in-office treatments. By working with our healthcare partners, we will provide targeted outreach to residents with health and respiratory issues. Once residents are identified, they will apply for to the program, and if eligible, we will perform a home assessment to identify and provide home electrification and other healthy home upgrades which will directly improve the residents air quality and reduce their carbon footprint and utility bills. This will be followed by specialized education for residents so they can better identify and assess home health risks and maintain their new home measures

Through this project, EOC plans to serve 100 homes. These homes will primarily be single family homes and multifamily buildings will be referred to BlocPower to determine their electrification and healthy home needs.

Payment Schedule: Invoicing will be submitted monthly.

Location of Services

Physical Address: 225 East 16th Ave, Suite 200, Denver, CO, 80203

Neighborhood(s) Served (See map: <https://www.denvergov.org/maps/map/neighborhoods>):

Council District Served (See map: <https://www.denvergov.org/maps/map/councildistricts>):

SCOPE OF WORK

OR

Check if Citywide ☒

Program Description: (Narrative mission, vision, history, description of what the funds aim to achieve). This project will demonstrate the profound impacts that reducing greenhouse gas emissions and improving indoor air quality through electrification of 100 health burdened homes can have on residents and their environment.

Program Services: (Program specifics (be detailed here. Include target population, location and demographic service area, detailed schedule).

Outreach: EOC, Clinica Tepeyac and Children’s Hospital of Colorado will develop written materials, introduction to home electrification appliances videos, and leave behind resources that will create patient awareness and clearly lay out the expected outcomes for homes that participate. When appropriate, our team will lead listening sessions with patients, present at community events, and develop an outreach strategy that raises awareness around the connection between respiratory issues and indoor air threats. Outreach materials will be created with City and County of Denver (CCD) input and approval.

EOC will use a pre-screening questionnaire used in our previous healthy homes pilot to allow homes to self-identify as having chronic respiratory issues due to their home environment. In our experience, it’s necessary to be able to serve households being referred by healthcare partners as well as households that are not using healthcare providers to seek resources for their respiratory struggles. EOC will be able to distribute this questionnaire through our texting service to reach a significant amount of our program participants who reside in the City and County of Denver.

Program Screening and Enrollment: EOC will facilitate an application process and annual income documentation collection to determine if the resident meets the income requirements for EOC programs. In order to leverage the Xcel Energy income qualified rebates and offer solar subscriptions, EOC must validate that the total household annual income is at or below 80% Area Median Income and 185% of the Federal Poverty Level (FPL) to qualify for community solar subscriptions. Residents will be required to complete EOC’s Colorado Affordable Residential Energy program application to income qualify and collect basic home and utility account information. EOC will prioritize harder to reach populations to ensure that services are reaching diverse and vulnerable populations equitably. Denver utilized the following definition for frontline communities: “Frontline communities are those that experience “first and worst” the consequences of climate change and have been underrepresented and underserved throughout the years. These include low- to medium-income communities, communities of color and indigenous people, those who speak languages other than English, people with disabilities and chronic conditions, older adults, young children, people with criminal records, LGBTQ+, and refugees and immigrants”. EOC will ensure at least 80% of participants are in frontline communities. Our application process reinforces those values and we offer supportive services and resources to assist all our program participants with application completion. EOC’s healthcare partners have also agreed to assist households with completing an application during a home health visit with households who are suffering with chronic respiratory issues. EOC will also work with CCD on an as-needed basis for households that do not meet the FPL or AMI requirements of Xcel and federal programs.

Education: EOC will provide a resident education experience that effectively communicates to households the benefits of their home upgrades. Our educational strategy will also communicate to residents how to best utilize their new equipment to reduce energy usage, leading to lower utility bills, reduced emissions, and positive environmental outcomes. EOC’s educational team will coach our healthcare partners on the best ways to engage

SCOPE OF WORK

their patients around this opportunity to improve their home's indoor air quality. EOC resident engagement will include a materials campaign, indirect and direct feedback from participants, multi-language and symbol-based communication, texting campaign around tips and other energy programs, and utility bill literacy specifically design around an electrified home. CCD reserve the ability to review and provide comments on educational materials, as well as host educational materials on our website.

EOC will develop a heat pump optimization user's guide to ensure participants save the most energy with their heat pump. Participants will have to adjust to completely new behaviors compared to how they operated their gas appliances. Our guide will focus on four major areas of operations for air source and mini-split heat pumps:

- If installed, when to use a gas backup? Heat pumps extract less heat as the outside temperature decreases. When the heat pumps reach the balance point, the thermostat or the occupant will have to shut off the unit and switch on a back-up system.
- Set it and forget it in the wintertime-heat pumps operate most efficiently at a steady temperature to limit the operation of auxiliary heating systems (electric or gas)
- Mini-split remote control tips around auto-mode, fan speed, cleaning dust filters
- Keeping the outdoor condenser clear-eliminate obstructions, clear snow drifts, how to run a defrost cycle if needed

Education around magnetic cookware and some of the safety features of an induction range will to be explained to participants. Heat pump hot water heaters will be addressed as the noise and cold air they produce has caused behavioral adaptations to the new technology.

EOC will develop a healthy home living guide in collaboration with Green and Healthy Home Initiative and our healthcare partners. Environment, behavior, and the built environment are the key foundations to improving the health of a living space. EOC's guide will illustrate the environmental threats, discuss the impacts of behavioral choices, and identify structural barriers to a healthy home. This curriculum has traditionally been focused on radon, mold, mildew, asbestos, carbon monoxide, lead, VOCs, and pest as well as personal choices such as food storage, smoking, conflict management, cleaning supplies, and cleanliness.

Home Assessment: An energy and home health assessment consist of a walkthrough of entire home to document the existing conditions from an energy and health perspective. Once the assessment is complete, energy efficiency, electrification, and healthy home's measures will be identified and evaluated to determine the scope of work for each participating household. All urgent environmental and health threats to residents, such as carbon monoxide, gas leaks, water leaks, will be addressed immediately during or after the home assessment.

EOC will partner with Groundwork Denver (GWD) to support community outreach, energy audits, household education, and final inspections. EOC and GWD will be following the BPI Healthy Home Evaluator approach to home health assessment to compliment the energy assessment. The Healthy Home Evaluator assesses and characterizes home-based environmental health and safety hazards by integrating qualitative observations with quantitative diagnostics to determine and prioritize recommendations that address existing and potential hazards. EOC and GWD will use a Healthy Homes Assessment Form during the home assessment and will help energy auditors identify common healthy home threats.

Major Upgrades: EOC will leverage the Xcel Energy income qualified DSM rebates for single family homes to provide leveraged funding for this program. Each measure will be evaluated in each home served, and improvement scopes will be determined based on-site conditions, occupant needs, and existing efficiency opportunities. Below is a list of measures and their associated rebate that will be prioritized in the program. To participate in the program, households will have to agree to share their historic and future gas and electric data for up to two years preceding and two years following the project.

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Measure	Pre-Criteria	Post-Criteria	Rebate Incentive
Induction Range and Convection Oven	Gas Range or Gas Oven/Range Combo	Induction Range and Convection Oven	\$0.00
Electrical Panel Upgrades (100 to 200 amp service)	Additional capacity or wiring repairs necessary to electrify	Upgraded electrical infrastructure	\$0.00
Window Replacement	Broken or Cracked Frame	ES Rated Double Pane Window	\$0.00
Air Sealing	No Pre Conditions	10% Reduction in Air Leakage	\$3,000.00
Attic Insulation	<R-15 (after deration)	≥R-49	\$3,500.00
Audit	N/A	Audit Complete	\$150.00
Crawlspace Insulation	R-0	≥R-19	\$3,500.00
Heat Pump Water Heater (Replacing ER)	Electric Water Heater	High Efficiency HPWH	\$1,200.00
LED (A19)	Incandescent	LED (A19)	\$5.00
Low Flow Fixture - Bathroom	2.2 GPM	1 GPM	\$4.00
Low Flow Fixture - Kitchen	2.2 GPM	1.5 GPM	\$5.00
Low Flow Fixture - Showerhead	2.5 GPM	1.5 GPM	\$10.00
Mini-Split Heat Pump (Electric Backup)	Spot Cooling with Electric Resistance Heat	15.0+ SEER, 11 EER, 9 HSPF	\$6,500.00
Refrigerator	Between 7-18 years old	2014 Energy Star Standard Refrigerator	\$630.00
Smart Thermostat	Manual	Energy Star Smart Thermostat	\$150.00
Smart Thermostat Installation	Manual	Energy Star Smart Thermostat (Installation only)	\$50.00
Wall Insulation	<R-3	≥R-11	\$3,500.00

SCOPE OF WORK

Air Source Heat Pump (Gas Backup)	Natural Gas Furnace Heating	Quality install, 15 SEER/12.5 EER	\$6,500.00
Furnace replacement	<AFUE 80%	≥AFUE 95%	\$1,000.00
Exhaust Fan	No exhaust	Energy Star, external exhaust, CFM determined by program	\$0.00
Dryer Vent	No external exhaust	Metal duct, External exhaust	\$0.00
Range Hood	No Kitchen Exhaust	Energy Star, external exhaust, CFM determined by program	\$0.00
Heat Pump Water Heater (Replacing Gas)	Natural Gas Water Heater	High Efficiency HPWH	\$1,200.00
Mini-Split Heat Pump (Gas Back-up)	Spot Cooling with Natural Gas Furnace Heat	15.0+ SEER, 11 EER, 9 HSPF	\$6,500.00
Cold-Climate Minisplit Heat Pump	Gas Furnace	Quality install, 15 SEER/12.5 EER	\$8,000.00
Cold-Climate Air Source Heat Pump	Gas Furnace	Quality install, 15 SEER/12.5 EER	\$9,000.00
Heat Recovery Ventilator or Cold Climate Energy Recovery Ventilator	Evidence of Moisture Damage	Energy Star HRV/ccERV	\$0.00
Conduit Runs/Drywall/Patch/Paint	Wiring Expense	Wiring Expense	\$0.00
Heat Pump Clothes Dryer (gas dryer replacement)	Gas Dryer, Excessive Moisture in Laundry Room, Unable to vent current electric dryer	Heat Pump Dryer	\$0.00
Duct Cleaning	Dirty duct system	Restored duct system	\$0.00
Duct Repair and Duct Insulation	Disconnected ducts and uninsulated ducts	Connected ducts and insulated ducts	\$0.00
Mold, Moisture and Asbestos testing	Evidence of Moisture Damage	Measurement of damage, spore counts, asbestos material	\$0.00
Attic Venting	Unvented Attic	Code Compliant Venting	\$0.00
Vapor Barrier	No vapor barrier in crawl space	Fully sealed crawlspace floor	\$0.00

SCOPE OF WORK

Radon Mitigation	EPA NRPPP Certified Radon Testing Kit-4.0 pCi/L or above results	Radon Mitigation System	\$0.00
HEPA Vacuum	Standard Vacuum	HEPA Pet Friendly Vacuum certified by the Asthma and Allergy Foundation of America	\$0.00
Pest Control	Pest Infestation	Pest Mitigation	\$0.00
Green Cleaning Products and DIY Green Cleaning Training	Standard Cleaning Supplies	Starter Green Cleaning Supplies and materials to make DIY kits	\$0.00
EV Home Charging	No home charger	Level 2 Charger Installed	\$1,300.00

Workforce Development: The African American Trade Association (AATA) and Energy Outreach Colorado will deliver technical resources to BIPOC businesses while developing people through education, training, and resources. Although the Healthy Affordable Home Electrification program is not directly targeted at the BIPOC community, we believe it can have a significant impact on the businesses, workforce, and families of the BIPOC community. The goal of AATA's participation on this project will be focused on providing the most impact/benefit to our BIPOC businesses and workforce through contracting and career opportunities. AATA's Business pillar is made up of BIPOC certified and non-certified MWBE's. Businesses are organized and currently operate under three Cohort groups, Construction & Real-Estate, Professional Services, and Goods & Services. The Healthy Affordable Home Electrification program will be a part of and managed by the Construction & Real-Estate development group. This group will directly contract with EOC to deliver on a wide range of construction services allocated to AATA. The lead company responsible for managing the work under this project and acting construction manager is Empowercom.

Empowercom will build a team of both certified commercial MWBE contractors as well as smaller minority and woman owned contractors that are focused on residential construction. This opportunity allows both the certified and smaller contractors to build their capacity in the residential construction market.

They will also partner with existing EOC contractors who are experienced in residential construction as well as working with EOC's program participants. One of the benefits of Empowercom's construction team is that all contractors are minority or woman owned and are part of the community. Each company will deliver professional services with a high level of respect and consider it an honor to serve those families in need.

Since consumers are still getting familiar with heat pumps as an option for our colder climate, small contractors are still educating themselves about how heat pumps work, what existing duct designs can support heat pump retrofit, and heat is delivered at a more gradual rate than more immediate delivered by natural gas appliances.

The trainings will be designed by EOC, Group 14, AATA, and Empowercom to address the major differences in heat pump retrofits versus natural gas appliance retrofits. Four trainings will be conducted and filmed or recorded for future use during the project.

SCOPE OF WORK

- **Supporting Customer Decisions-**Contractors need to help customers make an informed decision to avoid misunderstandings about heat pump technology and ensure a positive customer experience
- **Specifying, Sizing, and Designing-**Trainings will cover how to select the right type of heating and hot water equipment, how to approach the sizing of heat pump equipment, how to approach new electrical circuits or panel upgrades, and how to design the system if a different duct configuration is needed to optimize the equipment.
- **Quality Control Inspection Techniques-**Inspect and test systems to verify system compliance with retrofit plans and specifications and learn how to detect and locate malfunctions
- **Aging Housing Considerations-**This training address the specific needs of the underserved and underrepresented households by providing guidance to contractors on how to approach challenging work environments, additional barriers to retrofits due to lack of maintenance and housing improvements, common building code compliance issues, and how to handle communication or behavior challenges with program participants.

EOC and their partners will tailor their trainings to address the specific needs of the underserved and underrepresented. That specific training includes soft skills training, financial literacy, drug awareness and mental wellness. They are focused on bringing ex-offenders, veterans, youth and the underemployed into the construction field where opportunities abound in the clean energy economy.

Empowercom contractors will source their apprentices from AATA and anticipate utilizing 20 apprentices throughout the program. Since the program is subject to City of Denver Prevailing Wage Ordinance, each apprentice will earn well above minimum wage and be provided full medical, dental, and 401(k) plans and additional support human services.

Financing Extensive Retrofits: EOC will partner with Colorado Clean Energy Fund to offer households the opportunity to finance a deeper energy retrofit than the program can support. We have a history with administering a small on-bill efficiency loan program with Impact Development Fund and believe this offering could meet some households needs. These funds are designed to address clean energy and energy efficiency finance gaps. This product would employ a more inclusive underwriting criteria that will make this financing product available to Coloradoans that have typically been excluded from accessing capital from traditional lending sources.

Community Solar Garden Subscriptions: EOC will provide all 100 homes served with donated community solar garden subscriptions to offset an increased utility bills due to electrifying these households.

Quality Assurance: EOC and Group 14 Engineering will lead quality assurance training with contractors and inspect the first five heat pump installations to ensure proper installation, design, and best practices. Group 14 has an extensive amount of experience conducting quality control testing through their High Efficiency Air Conditioning contract with Xcel. EOC and Group 14 have experience training contractors who participate in various income qualified energy programs.

Final Inspections: Inspections will be conducted by EOC and Groundwork Denver after municipal permit inspections. Additionally, Group 14 Engineering will provide quality assurance testing on the first five installations from mechanical contractors to ensure quality installation practices were followed and heat pumps have been programmed to operate most efficiency while still meeting the occupants needs.

Marketing and Case Study Development: Group 14 Engineering will take the lead on the marketing and case study development that will capture the approach, process, and impact of program. These case studies will

SCOPE OF WORK

incorporate any health outcomes identified by our healthcare partners, workforce trainings and subcontractor need to grow their electrification capabilities, home occupant experience and participant feedback. Group14 will create a total of 5 digital (ready for print), 1-2 in the first program year, and the remainder of the 5 case studies completed in the remaining two program years to adjust content for changing market needs throughout the term of the three-year program.

Program Goals/Outcomes: (Please detail your evaluation plan)

- EOC shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. EOC shall be responsible for supplying and maintaining all required equipment and software.
- EOC will submit a full report detailing progress toward project outcomes on a quarterly basis.

Key Activities and Deliverables:

Measurable Outcomes	Contract Goal
Total Households Served	100
Total Annual Energy Savings (kWh and Therms)*	1,365 kWh/year and 330 Therms/year
Total Annual Household Dollar Savings	\$351/year
Total Non-CASR Funds Leveraged	\$1.75M
Measurable health outcomes, to be determined by the health outreach partner	Reduction in particulate matter, reduction in VOCs, radon levels after mitigation, reduction in humidity levels, elimination of CO detected
Additional measurable outcomes determined in program design	Reduction in NO2, Household behavioral commitments, decreased respiratory ailments, decreased healthcare visits

Contract Requirements – General (Depends on your program requirements, please list expectations.)

The method of payment to EOC by CASR shall be in accordance with City and County of Denver Fiscal Rule 8.3, Procedures for Accounts Payable. The Contractor must submit expenses and accruals to CASR on or before the 20th day of each month for the previous month's activities.

EOC shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.

Any changes to the budget must submit a Budget Modification Request form in writing and approved by the Project Manager.

SCOPE OF WORK

EOC shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

Contract Requirements – Trainings (Depends on your program requirements, please list expectations.)

EOC does not see any need for training on the contract specifics.

Contract Requirements – Data Tracking/Reports (Format, occurrence, deadlines, etc.)

EOC shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. The Contractor shall be responsible for supplying and maintaining all required equipment and software.

EOC will collect all relevant data in addition to the measurable outcomes. In addition, participant application data, specific homes to develop case studies, job tracking reports, participant feedback, and impact stories will also be provided. EOC and Group 14 Engineering will produce more accurate savings models for such a transformative switch of fuels for these households based on actual existing conditions and equipment in the homes.

EOC will submit a Monthly Activities Report form to accompany each invoice. EOC will also submit a full report detailing progress toward project outcomes on a quarterly basis, as defined below:

Quarterly Activities Report will outline administration tasks that were completed that quarter, along with any implementation costs pertaining to measures installed in homes. The Report will show progress along Take 1-9 by household. Time, materials, outside funding leveraged, products installed, material cost, electric and gas savings, and labor cost will be included for every household. The report will also include a forecast for administrative and implementation costs likely to be incurred in the following quarter. The report should be split by implementation work done in households (time and materials) and separate administrative line items for project level tasks including case study development, workforce training, education materials, healthcare partner outreach, etc.

EOC's final program report shall be submitted to CASR within 45 days after the end of the Contract.

The Stated schedule and timeline of activities may be altered or amended with written approval from the City's Project Manager. EOC will be expected to communicate any modifications to affected subcontractors to accomplish the goal. The City's assigned Project Manager will be expected to communicate and modifications to affected City staff or City officials. Both EOC and the City Project Manager will create a plan to communicate changes to affected participants and organizations.

EXHIBIT B

BUDGET

Program Budget and Cost Allocation Plan Summary

Contractor Name:

Energy Outreach Colorado

Project :

2022-2024 Healthy Efficiency Home Electrification Program

Budget Category	Agency Salary Total	HEHE Annual Budget Year 1	HEHE Annual Budget Year 2	HEHE Annual Budget Year 3
Personnel: Name and Job Title				
Luke Ilderton, Deputy Director	\$152,000	\$1,710	\$1,710	\$1,710
Ashley Feiertag, Program Director	\$100,000	\$10,208	\$10,208	\$10,208
Residential Program Manager	\$70,000	\$52,500	\$52,500	\$52,500
Community Navigator	\$65,000	\$56,550	\$56,550	\$56,550
Total Salary:	\$387,000	\$120,968	\$120,968	\$120,968
			\$0	\$0
Fringes			\$0	\$0
EOC Payroll taxes=9.5% annual salary Medical benefits=7.5% annual salary 401 K Plan=8.0% annual salary	\$92,880	\$29,032	\$29,032	\$29,032
Salary and Fringe Total:	\$479,880	\$150,000	\$150,000	\$150,000
Project Construction Cost				
Subcontractor Grant Cost (all cost will be reported with a separated material and labor cost)		\$688,747	\$1,288,747	\$1,238,746
Project Supportive Services Cost				
Community Engagement and Outreach Activities		\$24,587	\$24,587	\$24,587
Quality Assurance Testing		\$8,333	\$8,333	\$8,333
Installation and Design Trainings		\$8,333	\$8,333	\$8,333
Final Inspections		\$6,667	\$6,667	\$6,667
Healthcare Partner Support		\$13,333	\$13,333	\$13,333
Workforce Development		\$20,000	\$20,000	\$20,000
Outreach and Enrollment Expenses		\$13,333	\$13,333	\$13,333
Case Study Development		\$6,667	\$6,667	\$6,667
Energy Audit Administrative Fees- Groundwork Denver		\$6,667	\$6,667	\$6,667
Davis Bacon Contractor Support and Prevailing Wage Guide		\$3,333	\$3,333	\$3,333
Supportive Services Total		\$111,253	\$111,253	\$111,253
Total Cost		\$950,000.34	\$1,550,000.33	\$1,499,999.33

EXHIBIT C

PROOF OF CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2022

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

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

PRODUCER AssuredPartners Colorado, LLC 4582 S Ulster Street Suite 600 Denver CO 80237	CONTACT NAME: Alexis Stritt PHONE (A/C, No, Ext): 303-951-0109 FAX (A/C, No): 303-861-7502 E-MAIL ADDRESS: alexis.stritt@assuredpartners.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Energy Outreach Colorado Efficiency, LLC 303 E. 17th, Suite 405 Denver CO 80203	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Pinnacol Assurance</td> <td style="width: 20%;">NAIC # 41190</td> </tr> <tr> <td>INSURER B : Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER C : Westchester Surplus Lines Insurance Company</td> <td>10172</td> </tr> <tr> <td>INSURER D : Swiss Re Corporate Solutions America Insurance Cor</td> <td>29874</td> </tr> <tr> <td>INSURER E : Travelers Casualty & Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Pinnacol Assurance	NAIC # 41190	INSURER B : Gemini Insurance Company	10833	INSURER C : Westchester Surplus Lines Insurance Company	10172	INSURER D : Swiss Re Corporate Solutions America Insurance Cor	29874	INSURER E : Travelers Casualty & Surety Co of America	31194	INSURER F :	
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INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 1820241908**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 <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS </div> </div>	Y	Y	VCGP027960	6/1/2022	6/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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AGGREGATE	\$																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	4144812	1/1/2022	1/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>	<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		
<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																			
C	Contractors Pollution Liability			G27480287.008	6/1/2022	6/1/2023	Each Poll Condition	\$2,000,000													
D	Cyber Liability			C-4LVN-186870	6/1/2022	6/1/2023	Limit	\$1,000,000													
E	Crime/Employee Theft			105923321	6/1/2022	6/1/2023	Limit	\$1,000,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are recognized as Additional Insured with respects to General Liability and Auto policies (excluding Workers' Compensation) and is provided a Waiver of Subrogation if required by direct written contract with the named insured but only to the extent of such contract and coverage shall not be broader than that provided by the policy. A waiver of subrogation applies in favor of the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers with respects to Workers Compensation if required by direct written contract with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 201 W. Colfax Avenue
 Suite 708
 Denver CO 80202

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

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CASR-202263932

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **RESIDENTIAL CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220004
Superseded General Decision No. CO20210004
Modification No. 3
Publication Date: 02/25/2022
(6 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.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20220004 02/25/2022

Superseded General Decision Number: CO20210004

State: Colorado

Construction Type: Residential

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 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)(2)-(60).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$15.00 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 2022.	
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$11.25 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2022.	

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022

BRCO0007-007 01/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND
JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.50	9.65

ELEC0012-007 09/01/2021

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communications Systems)		
Electrical contract over \$1,000,000.....	\$ 29.80	13.00+3%
Electrical contract under \$1,000,000.....	\$ 24.85	13.00+3%

ELEC0068-014 12/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems).....	\$ 28.66	11.08

ELEC0113-007 06/01/2021

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems).....	\$ 34.15	16.87

ELEC0969-007 01/01/2019		

MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems).....	\$ 24.80	9.84

ENGI0009-007 05/01/2021		

	Rates	Fringes
Power equipment operators:		
Bulldozer.....	\$ 31.05	12.35
Motor Grader: Blade-finish..	\$ 31.37	12.35
Motor Grader: Blade-rough...	\$ 31.05	12.35
Roller: Self-propelled all types over 5 tons.....	\$ 31.05	12.35
Roller: Self-propelled rubber tires under 5 tons...	\$ 30.67	12.35
Scraper: Single bowl including pups 40 cubic yards and tandem bowls and over Single bowl including pups 40 cubic yards and tandem bowls and over.....	\$ 31.37	12.35
Scraper: Single bowl under 40 cubic yards.....	\$ 31.20	12.35
Water Wagon.....	\$ 31.05	12.35

IRON0024-001 12/01/2021		

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	14.25

PAIN0930-001 07/01/2021		

	Rates	Fringes
GLAZIER.....	\$ 31.92	11.74

 PLUM0003-002 06/01/2018

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER		
(Including HVAC Pipe).....	\$ 23.24	5.35

PLUM0058-011 07/01/2021

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
(Plumbers include HVAC		
pipe)		
(Pipefitters exclude HVAC		
pipe).....	\$ 40.35	16.25

Zone 1 - 40 miles and over: \$19.85 per hour + \$32.00 per day
 per diem will be paid on projects over 40 miles (Zone 1)
 measured in practical driving miles by the shortest route,
 beginning at 5th and Main Streets in Pueblo, Colorado, when
 the employee stays overnight or drives their own vehicle.

Hazardous Pay: Add \$2.20 per hour to \$19.85 base rate.
 Hazardous pay applies to projects at chemical plants, steel
 mills, cement plants, power generator plants, process
 piping at manufacturing plants, food processing plants, and
 all projects which may present a health hazard or serious
 personal injury.

 PLUM0145-005 08/01/2016

MESA COUNTY

	Rates	Fringes
PLUMBER		
(Plumbers include HVAC		
pipe) & PIPEFITTERS		
(exclude HVAC pipe).....	\$ 26.18	11.52

PLUM0208-002 01/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

Rates	Fringes
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PIPEFITTER

(Excluding HVAC pipe).....\$ 37.55	17.88
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SHEE0009-003 07/01/2021

Rates	Fringes
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Sheet metal worker

HVAC Duct and Installation

of HVAC Systems.....\$ 36.45	20.15
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* SUCO2001-002 12/20/2001

Rates	Fringes
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CARPENTER

(Excluding drywall

hanging/framing, metal

stud work and form

building/setting).....\$ 16.36	1.38
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Cement Mason/Concrete Finisher...\$ 16.80

Drywall Finisher/Taper.....\$ 13.00 **

Drywall Hanger/Framer

(Including metal stud work).\$ 17.13	2.63
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Formbuilder/Formsetter.....\$ 12.78 ** 1.98

Laborers:

Brick Finishers/Tenders.....\$ 11.25 **

Common.....\$ 8.86 **

Concrete/Mason Tenders.....\$ 10.00 **

PAINTER

(Excludes drywall

finishing and taping):

Brush, Roller and Spray.....\$ 13.62 **	3.39
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Power equipment operators:

Backhoe.....\$ 12.98 **	3.31
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Front End Loader.....\$ 16.50	
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ROOFER.....\$ 14.73 **

Sheet Metal Worker

All Other Work.....\$ 17.30	4.05
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SPRINKLER FITTER.....\$ 18.47	3.74
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #1, Established: 01-01-2022)**

Classification	Base	Fringe
Formbuilder/Formsetter	\$15.87	\$1.98
Laborers: Brickfinisher/Tenders	\$15.87	-
Laborers: Common	\$15.87	-
Laborers: Concrete/Mason Tenders	\$15.87	-
Power Equipment Operator: Backhoe	\$15.87	\$3.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.