

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 **BlocPower, LLC**, a Colorado limited liability company, whose business address is 1625 Flatbush Avenue, #222, Brooklyn, New York 11210 (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, 2024** and will expire on **August 31, 2027** (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/Rate Tables. 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 **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 **ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00)** (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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

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

7. **EXAMINATION OF RECORDS 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 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 audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

9. INSURANCE:

a. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

c. **Additional Insureds**: For Commercial General Liability, Business Auto Liability, and Excess Liability/Umbrella (if required). Contractor and subcontractor'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. OR

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.

10. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for

services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

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

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

Executive Director of Climate Action, Sustainability and Resiliency or Designee
201 W. Colfax Avenue, Suite 704
Denver, Colorado 80202

With a copy of any such notice to:

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

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

19. 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.

20. 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).

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

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

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget/Rate Tables.

Exhibit C – Certificate of Insurance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

Contract Control Number: CASR-202475599-00
Contractor Name: BlocPower, 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: CASR-202475599-00
Contractor Name: BlocPower, LLC

By:  _____
A967F23CF94B443...

Name: karli swift
(please print)

Title: General Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A – Scope of Work

Heat Pump Technology Training Program

Primary Contractor: BlocPower, LLC

Key partners: African American Trade Association & LifeLine CO

Program Summary

The Contractor and partners shall establish and deliver an air source heat pump (ASHP) training in Denver, CO serving “New Entrants” – those with less than two years of construction experience and enough relevant background to benefit from the training.

The training is a paid multi-week air source heat pump (ASHP) training, followed by paid, on-the-job (OTJ) training opportunities with Denver contractors. The Contractor shall deliver three cohorts of this training and perform the additional tasks outlined in this scope including outreach and recruitment, wrap around support, placement and retention, employer and industry engagement, and outcome monitoring and evaluation.

Partners are African American Trade Association & LifeLine CO. Roles include:

African American Trade Association (AATA) Role: Provide connection to partners including access to a broad network of trade professionals, contractors, and businesses committed to supporting workforce development initiatives. AATA shall provide recruitment and training of participants for the program. AATA shall host the facility space where the heat pump training lab shall be built, and training delivered. AATA has a network of contractors, and connections to apprenticeship programs that shall provide post-training support.

LifeLine’s Role: Recruit 15 justice-involved individuals who have been formerly incarcerated. They shall provide tailored wraparound services to participants. LifeLine shall support in finding sustainable Heating and Cooling employment opportunities for graduates and in providing retention.

Program Establishment

As a new training to the Denver area, the Contractor and partners shall establish the program. Program establishment tasks include:

- Develop program guidelines, outreach materials, and set up administrative frameworks.
- Hire and onboard a trainer. Training and support for trainer to be provided by BlocPower, LLC.
- Update the Contractor’s existing curriculum as needed to ensure information is relevant and in line with industry needs.
- Procure the necessary equipment, materials, and tools to retrofit partners training facility to deliver the lab training including cold climate air source heat pumps, computers, Personal Protective Equipment (PPE), uniforms, and other needed clothing/tool supplies to work in the lab, i-pads, office supplies and other equipment needed to facilitate the training under this scope of work.

Curriculum

The Contractor has an established heat pump training curriculum that shall be updated as needed to align with Denver code or improve training outcomes. Contractor shall create supplemental material,

as needed, to fulfill training objectives.

The heat pump training curriculum includes modules that shall be taught contain the following content:

<p><u>INTRO to HVAC</u> Heat Pump Relevance What is HVAC? Electrification Essentials HVAC Safety and PPE</p>	<p><u>HVAC FUNDAMENTALS</u> HVAC Types Indoor and Outdoor Units HVAC Refrigeration Cycle Common Problems with Heat Pumps Work Order Management</p>	<p><u>ENERGY MODELING</u> Basics of Energy Modeling and Load Calculations <u>ASHP SYSTEM</u> ASHP Components Ducted ASHP</p>
<p><u>BUILDING SCIENCE</u> Heat Transfer House as a System Insulation Types, Air Sealing and Firestopping Control Panels, IoT, and Thermostats</p>	<p><u>ELECTRICITY BASICS</u> Electrical for Heat Pumps Interpreting Electrical Diagrams</p>	<p><u>REFRIGERANT & CONDENSATE PIPING</u> Intro to Refrigerant and Condensate Piping Condensate Drainage</p>
<p><u>TESTING</u> Start Up and Testing System Testing Diagnostics & Diagnostic Tools System Issues Operations & Maintenance (O&M)</p>	<p><u>EPA 608</u> EPA 608 Overview <u>MOUNTING</u> Mounting Indoor Ductless Units Lab Indoor and Outdoor Unit Placement</p>	<p><u>ROUGHING IN</u> Intro to Roughing In <u>DUCTING</u> Working with Ducts Installing Air Handlers and Ducts</p>

Additional foundational construction basics shall be added for individuals on as needed basis.

Additionally, the training curriculum:

- Shall prepare trainees to earn certifications in EPA 608, Building Science Principles (BSP), and OSHA-10 certifications.
- Incorporate hands-on lab quiz to ensure lessons are effective and encourage knowledge retention.
- Incorporate opportunities for hands-on experience and demonstrations using tools and equipment, providing trainees with practical skills for quality heat pump installation and maintenance.

Deliverables:

- A. Deliver course content in an air source heat pump training that shall prepare participants to earn certifications in OSHA-10, Building Science Principles, and EPA 608.

Outreach and Recruitment

The program shall recruit trainees that have less than 2 years of construction experience from the broader Denver-metro area.

The Contractor and partners shall recruit trainees, with focus on priority populations, from:

- Partners foundational electrician and construction programs. These trainees shall already have a foundational understanding that will prepare them for the air source heat pump curriculum.
- Vast networks of Contractor and partners, partnerships made through Contractors existing programs in Denver, and additional outreach and marketing efforts to recruit underserved participants.

Travel related to outreach and recruitment shall occur. Travel costs shall include costs such as Per Diem, mileage costs, lodging and other travel costs related to outreach and recruitment goals.

Heat Pump Training

The program shall occur in 3 cohorts of 15 individuals each over the course of the first 2 years of the contract. The training delivery model includes:

- A multi-week air source heat pump training to include both lab instruction and on-the-job-training (OJT).
 - Lab training on air source heat pumps, paid \$20-25/hour.
 - On-the-job (OJT) training to follow completed lab training, paid \$20-25/hour, providing trainees experience installing heat pump technology, exposure to Heating, Ventilation, Air Conditioning, Home Comfort/ Efficiency, sustainability apprenticeship programs, and continuing education in green energy careers. OJT to be hosted by BlocPower, LLC, in partnership with contractors and AATA's apprenticeship groups.
- Preparation and support receiving EPA 608, Building Science Principles (BSP), and OSHA-10 certifications.
- Pre- and Post-Training Assessments. The Contractor shall conduct assessments at the beginning and end of the training program. Initial assessments shall establish a baseline of participants' skills and knowledge. Final assessments shall evaluate their gains against these initial metrics. These assessments shall be complemented by practical evaluations simulating, ensuring that participants can apply their learned skills effectively in the workplace.

Ongoing lab equipment and material purchased related to the heat pump training shall occur. Costs shall include lab equipment and materials for learning purposes, computers and iPad, office supplies, printing, Personal Protective Equipment (PPE), uniforms, and other needed clothing/tool supplies to work in the lab, and other lab material costs related to the heat pump training.

Deliverables:

- A. Deliver 3 cohorts of classroom and OJT training on air source heat pumps.
- B. Enroll 45 individuals across the 3 cohorts, with a goal of 80% completion.
- C. 50% of trainees shall be individuals from Denver Metro underserved Priority Populations.

Wrap-Around Services

The Contractor and partners shall provide wraparound services for participants in all three cohorts through partners in-house barrier reduction services. Wrap-around services shall be personalized to the individual and can include 1:1 visits, background checks, ISP (individual success plan), bus passes and transportation assistance, gift card incentives, work tools & clothing, housing support, food for training and supportive purposes only, childcare, retention support, and mental health support (referrals only), retention for employment, insight tool and stability & measures (90 day follow up for mental health (referrals only), physical health, substance abuse, housing (referrals only), SSI/ SSDI), and translation & interpretation, consent forms.

The partners Case Manager system shall be used to track and report on wrap-around data.

Employer and Industry Engagement

Contractor and partners shall engage and connect with employers and industry partners to:

- Establish on-the-job training opportunities for trainees.
- Place program graduates in Heating, Ventilation, Air Conditioning, Home Comfort/ Efficiency, sustainability apprenticeship programs, and continuing education in green energy careers.
- Establish a structured feedback loop with employers hiring graduates, using both formal surveys and informal interviews to gather comprehensive insights into the performance and integration of new hires.
- Use employer feedback to inform ongoing adjustments to the training program, ensuring that it remains aligned with industry needs and expectations.

Placement and Retention

The Contractor, with support of their contractor network, and partners shall place graduates into a paid internship, apprenticeship, advanced formal training, or full-time job within 6 months of training completion. Placements shall be related to the air source heat pump training and provide meaningful experience to prepare trainees for continued growth and access to jobs in Heating, Ventilation, Air Conditioning, Home Comfort/ Efficiency, sustainability apprenticeship programs, and continuing education in green energy careers.

The Contractor shall track and report to CASR on the career related achievements of program graduates for 12 months after training completion.

The Contractor shall leverage its internal workforce development tracker to monitor the employment status of graduates over time, providing data on job stability, career progression, and the long-term impact of our training. Regular follow-ups at 3-, 6-, and 12-months post-training will help assess the effectiveness of our program in securing sustainable employment for participants.

Deliverables:

- A. 70% of heat pump training graduates shall be placed into paid internships, apprenticeships, advanced formal training, or full-time job within 6 months of graduation related to Heating, Ventilation, Air Conditioning, Home Comfort/ Efficiency, sustainability apprenticeship programs, and continuing education in green energy careers.

- B. Contractor and partners shall monitor graduates for 12 months post-graduation (at three-month intervals) to track and ensure job retention with the individual graduate or employer of the individual.

Outcome Monitoring and Program Evaluation

The Contractor and partners shall use their own internal integrated data and case management system to track, monitor, and report on the achievements of program participants/outcomes. Metrics to track and report on quarterly shall be defined by the City, in collaboration with the Contractor. The Contractor may use additional program evaluation activities such as surveys, feedback, and/or case studies from participants and employers to gauge program effectiveness.

Program monitoring and contract compliance activities may take the form of quarterly check-ins, interviews, or surveys of staff and/or participants and site visits. To include flights, transportation, and lodging of BlocPower, LLC staff for program observation and relationship management.

Year three of this grant shall be used for evaluation, monitoring, and focusing on on-the-job training opportunities.

Deliverables:

- A. Quarterly reporting to CASR on designated metrics associated with the above tasks.
- B. At least quarterly site-visits to monitor program and track progress.
- C. Backup documentation shall be available upon request.

Additional Services

- A. If The Contractor identifies additional services are needed, a request shall be made in writing to the City and the Contractor shall provide a quote for the work.
- B. Where applicable, additional services involving rates must match rate tables in list in budget exhibit. The Contractor must also provide a time estimate and quote indicating total cost.
- C. In the case of hard goods, quotes must be provided ahead of time and receipts must be supplied with invoicing.
- D. The City must give approval to proceed in writing before the Contractor begins work.

Exhibit B – Budget and Rate Tables

All RATES quoted shall be firm and fixed for the specified contract period.

	Description	Staff Cost to Project
Program Administration	Staff time for program administration. Inclusive of services to achieve the scope of work such as program establishment, curriculum development, outreach and recruitment, wrap around services, employer engagement, placement and retention, outcome monitoring, and other approved administrative tasks allowed under the scope of work.	\$ 400,900.00
Program Costs	Description	Cost to Project
Wrap around services	Inclusive of, but not limited to 1:1 visits, background checks, ISP (individual success plan), bus passes and transportation assistance, gift card incentives, work tools & clothing, housing support, food for training and supportive purposes only, childcare, retention support, and mental health support, retention for employment, insight tool and stability & measures (90 day follow up for mental health, physical health, substance abuse, housing, SSI/ SSDI), and translation & interpretation, consent forms.	\$ 37,500.00
Training Stipends	\$20-25/hr training stipend paid to participants, allowed per scope of work	\$ 373,500.00
Lab Equipment & Materials	Lab equipment and materials for learning purposes such as air source heat pumps, PPE, uniforms, and other needed clothing/tool supplies to work in the lab, computers and iPad, office supplies, printing, and other approved equipment allowed under the scope of work.	\$ 50,000.00
Trainer costs	Staff time to facilitate the training, help with curriculum development/refinement.	\$ 73,500.00
Other Costs	Description	Cost to Project
Program Lab Usage	Rental fee of training space to include costs/fees charged to BlocPower to utilize the space for the training, store materials during and in between cohorts.	\$ 33,500.00
Travel Costs	Travel for outreach & recruitment and outcome monitoring & program evaluation. Includes Per Diem based on federal MI&E rates for the fiscal year, ground transportation, mileage costs based on CO mileage reimbursement rates, flights, lodging and other travel costs related to outreach & recruitment and outcome monitoring & program evaluation goals.	\$30,800.00
Additional Services	For unforeseen training and program costs allowable under the scope of work. Must be approved in writing in manner described in scope of work – Additional Services.	\$300.00
Total Budget		\$ 1,000,000.00

Exhibit B – Budget and Rate Tables

All RATES quoted shall be firm and fixed for the specified contract period.

PRIME POSITIONS

Prime: BlocPower

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
BlocPower Program Manager	Program management, marketing, strategy, program operations, execution of SOW. Responsible for success of the program and on-the-job training placement opportunities	\$60.10/hr
BlocPower Contract Manager	Contract management with CASR Payroll management for prime, sub, and stipend participants.	\$48.08/hr
BlocPower Workforce Development SME	In-house workforce development expertise to contribute to strategy guidance, program design, hiring trainer, sharing best practices from other programs	\$52.88/ hr
BlocPower Denver Project Associate	Clean energy project associate to help with program’s daily operations: Recruitment, marketing, program operations	\$33.65/hr
Trainer	Facilitate the training, help with curriculum development/refinement.	\$100/hr
Assistant Trainer	Facilitate the training, help with curriculum development/refinement,	\$40/hr

Exhibit B – Budget and Rate Tables

All RATES quoted shall be firm and fixed for the specified contract period.

SUB CONTRACTOR POSITIONS

Sub: African American Trade Association (AATA)

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
AATA Program Manager	Responsible for sourcing participants from foundational training, coordinating co-marketing efforts, connecting trainees with apprenticeship and employment opportunities with industry partners	\$60.10/hr
AATA Program Associate	Responsible for sourcing participants from foundational training, coordinating, co-marketing efforts, connecting trainees with apprenticeship and employment opportunities with industry partners.	\$36.06/hr
Trainer	Facilitate the training, help with curriculum development/refinement.	\$100/hr
Assistant Trainer	Facilitate the training, help with curriculum development/refinement	\$40/hr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/17/2024

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: Ten Eyck Group, 1924 Western Avenue, Albany NY 12203. CONTACT NAME: Ten Eyck Group, PHONE: (518) 464-0059, FAX: (518) 456-7076. INSURED: BlocPower, LLC, 1623 Flatbush Ave, Box 222, Brooklyn NY 11210. INSURER(S) AFFORDING COVERAGE: INSURER A: Allied World Surplus Lines Insurance Company (NAIC # 24319), INSURER B: Continental Casualty Company (NAIC # 20443), INSURER C: Westfield Specialty Insurance Company (NAIC # 16992).

COVERAGES CERTIFICATE NUMBER: CL2491738789 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (5061-0549-01), B AUTOMOBILE LIABILITY (6074648676), A UMBRELLA LIAB / EXCESS LIAB (5062-0291-01), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (N/A), C Excess Liability (XSL-00016W8-02).

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 Additional Insured with respect to General Liability as per form #CG2010. Additional Insured applies to Auto per form #SB146932G31.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Climate Action, Sustainability & Resiliency Dept 704, 201 Colfax Ave, Dept 704, 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 [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2024
--

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 Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Justworks Customer Success</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (888) 534-1711</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: support@justworks.com</td> </tr> </table>	CONTACT NAME: Justworks Customer Success		PHONE (A/C, No, Ext): (888) 534-1711	FAX (A/C, No):	E-MAIL ADDRESS: support@justworks.com									
CONTACT NAME: Justworks Customer Success															
PHONE (A/C, No, Ext): (888) 534-1711	FAX (A/C, No):														
E-MAIL ADDRESS: support@justworks.com															
INSURED Justworks Employment Group LLC Labor Contractor, for co-employees of: BlocPower L.L.C PO Box 7119 Church Street Station New York, NY 10008-7119	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : American Zurich Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : American Zurich Insurance Company	40142														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 24NY017919552** **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
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC 01-54-025-08	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2024	06/01/2025	Client# 9976-NY

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

Coverage is provided for only those co-employees of, but not subcontractors to:
 BlocPower L.L.C
 63 Flushing Ave Bldg 212, Ste 507
 Brooklyn, NY 11205

CERTIFICATE HOLDER City of Denver 201 W Colfax Ave Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/17/2024

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 Ten Eyck Group 1924 Western Avenue Albany NY 12203		CONTACT NAME: Ten Eyck Group PHONE (A/C, No, Ext): (518) 464-0059 FAX (A/C, No): (518) 456-7076 E-MAIL ADDRESS:											
		INSURER(S) AFFORDING COVERAGE											
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Westchester Surplus Lines Insurance Company</td> <td style="width: 20%;">NAIC # 10172</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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> </table>		INSURER A : Westchester Surplus Lines Insurance Company	NAIC # 10172	INSURER B :		INSURER C :		INSURER D :		INSURER E :	
INSURER A : Westchester Surplus Lines Insurance Company	NAIC # 10172												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													
INSURED BlocPower, LLC 1623 Flatbush Ave Box 222 Brooklyn NY 11210													

COVERAGES **CERTIFICATE NUMBER:** CL2491738798 **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions <input checked="" type="checkbox"/> Deductible: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G2750694A 011	09/19/2024	09/19/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Climate Action, Sustainability & Resiliency Dept 704 201 W. Colfax Ave, Dept 704 Denver CO 80202	<p style="font-size: 8px;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> AUTHORIZED REPRESENTATIVE
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2024

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 Ten Eyck Group 1924 Western Avenue Albany NY 12203	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Ten Eyck Group</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (518) 464-0059</td> <td>FAX (A/C, No): (518) 456-7076</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Spinnaker Insurance Company</td> <td>NAIC # 24376</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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> </table>	CONTACT NAME: Ten Eyck Group		PHONE (A/C, No, Ext): (518) 464-0059	FAX (A/C, No): (518) 456-7076	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Spinnaker Insurance Company	NAIC # 24376	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Ten Eyck Group																					
PHONE (A/C, No, Ext): (518) 464-0059	FAX (A/C, No): (518) 456-7076																				
E-MAIL ADDRESS:																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A: Spinnaker Insurance Company	NAIC # 24376																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED BlocPower, LLC 1623 Flatbush Ave Box 222 Brooklyn NY 11210																					

COVERAGES **CERTIFICATE NUMBER:** CL2491738801 **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	
A	COMMERCIAL GENERAL LIABILITY			FLY-CB-MQP8LXH4C-003	09/19/2024	09/19/2025	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input checked="" type="checkbox"/> Cyber Liability						MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Deductible: \$2,500						PERSONAL & ADV INJURY	\$
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
UMBRELLA LIAB							EACH OCCURRENCE	\$
EXCESS LIAB							AGGREGATE	\$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	\$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below								\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Evidence of Insurance.

CERTIFICATE HOLDER

City and County of Denver Climate Action, Sustainability & Resiliency Dept 704
 201 W. Colfax Ave, 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