



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522
970.221.6775
970.221.6707- fax
fcgov.com/purchasing

July 10, 2018

Susanne Durkin-Schindler
Attn: Susanne Durkin-Schindler
1737 Norwood Lane
Fort Collins, CO 80525

RE: Renewal, Facilitator for Energy Benchmarking, Scoring & Transparency Ordinance

Dear Ms. Durkin-Schindler:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:


- 1) The term will be extended for two (2) additional years, August 15, 2018 through August 14, 2020.

If the renewal is acceptable to your firm, please sign this letter in the space provided and **include a current copy of insurance certificate naming the City as an additional insured for General and Automotive Liability** within the next fifteen (15) days.

If this extension is not agreeable with your firm, we ask that you send us a written notice stating that you do not wish to renew the contract and state the reason for non-renewal.

Please contact Marisa Donegon, Buyer at (970) 416-4377 if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

 A9D0A054C8CB45D...
 Gerry S. Paul
 Director of Purchasing

DocuSigned by:

 FF2296D7879C43E...

 Signature 7/16/2018

 Date

(Please indicate your desire to renew this agreement by signing this letter and returning it to Purchasing Division within the next fifteen days.)

GSP:kr

EXHIBIT _____
CERTIFICATE OF EXEMPTION FROM VEHICLE LIABILITY INSURANCE
AND ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS AGREEMENT

I, Susanne Durkin-Schindler, as an owner / member / partner / stockholder (check one) in Susanne Durkin-Schindler (insert business name),
a Sole Proprietorship / Limited Liability Company / Partnership / Corporation (check one), with a principal address of 1737 Norwood Lane Fort Collins, CO 80525
_____, certify to the City of Fort Collins, Colorado (the "City") that the aforementioned business will not utilize any motor vehicles in the course of providing services to the City.

On behalf of said business and its officers, agents, insurers, heirs, legal representatives, successors and assigns (collectively the "Business"), I warrant that I have full authority to execute this Certificate on behalf of the Business. I warrant the Business understands and complies with the motor vehicle insurance requirements as required by law. If the nature of the Business's work for the City changes in such a manner that vehicles will be used in the provision of services to the City, the Business shall provide the City with a Certificate of Insurance evidencing proof of Vehicle Liability Insurance coverage in the amount of \$1,000,000 with the City as a named additional insured. The Business shall provide such Certificate of Insurance prior to utilization of any vehicles in the provision of services to the City.

On behalf of the Business, I acknowledge the Business shall maintain at all times vehicle insurance in accordance with minimum requirements as required by law. The Business does hereby waive, release and forever discharge and hold harmless the City, its officers, employees, agents and insurers from any and all liability, damages, claims, causes of action and demands with respect to any bodily injury, personal injury, illness, death, and property damage that arises from the performance of the Agreement, either in law or equity, whether caused by the negligence or breach of contract of the City its officers, employees, agents and insurers or otherwise. The Business also understands that the City, its officers, employees, agents and insurers do not assume any responsibility for, or obligation to, provide the Business with financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of any bodily injury, personal injury, illness or death. The Business agrees to defend, indemnify, and hold harmless the City from any and all such claims.

By signing this Certificate, the Business acknowledges that it is responsible and liable for all vehicle-related liabilities, and further requests the City waive its requirement of Vehicle Liability Insurance.

BUSINESS: Susanne Durkin-Schindler

By: DocuSigned by:
Susanne Durkin-Schindler
FF2296D7879C43E...

Printed: Susanne Durkin-Schindler

Title: Owner

Date: 7/16/2018

EXHIBIT _____

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS' COMPENSATION LAW
AND ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS AGREEMENT**

I, Susanne Durkin-Schindler, as an owner / member / partner /
stockholder (check one) in Susanne Durkin-Schindler (insert business
name), a Sole Proprietorship / Limited Liability Company / Partnership / Corporation
(check one), with a principal address of
1737 Norwood Lane Fort Collins, CO 80525

, certify to the City of Fort Collins,
Colorado (the "City") that the aforementioned business has no employees as defined by the
Workers' Compensation Act of Colorado, C.R.S. §§ 8-40-101, *et seq.*, (the "Act") other than
those owners, members, partners, directors or other principals that have elected to be exempt
from Workers' Compensation coverage in accordance with Colorado law.

On behalf of said business and its officers, agents, insurers, heirs, legal representatives,
successors and assigns (collectively the "Business"), I warrant that I have full authority to
execute this Exhibit on behalf of the Business. I warrant I understand the requirements of the
Act with respect to providing Workers' Compensation coverage for any employees of the
Business. If the Business's status changes in such a manner that requires Workers'
Compensation Insurance, the Business shall provide the City with a Certificate of Insurance
evidencing proof of Workers' Compensation Insurance coverage and Employer's Liability
Insurance coverage as required by the Agreement. The Business shall provide such Certificate
of Insurance prior to the employees' start of work for the City.

On behalf of the Business, I acknowledge the Business may be contracting to engage in
activities that involve a risk of personal injury, that the Business is capable of performing the
activities, and that the Business shall take all necessary precautions to prevent injury. The
Business does hereby waive, release and forever discharge and hold harmless the City, its
officers, employees, agents and insurers from any and all liability, damages, claims, causes of
action and demands with respect to any bodily injury, personal injury, illness, or death that may
result from the performance of the Agreement, either in law or equity, whether caused by the
negligence or breach of contract of the City its officers, employees, agents and insurers or
otherwise. The Business also understands that the City, its officers, employees, agents and
insurers do not assume any responsibility for, or obligation to, provide the Business with
financial assistance or other assistance, including but not limited to medical, health, or disability
insurance in the event of any bodily injury, personal injury, illness or death The Business agrees
to defend, indemnify, and hold harmless the City from any and all such claims.

As an independent contractor, the Business acknowledges that neither the Business nor any
person employed by or serving the Business is entitled to workers' compensation benefits from
the City. The Business hereby waives any rights or claims to workers' compensation benefits
from the City, and agrees to indemnify and hold the City harmless against any claims for such
benefits by any officer, director, owner, employee, or servant of the Business or any other
person claiming through the Business. By signing this Certificate, the Business acknowledges
that it is responsible and liable for all work-related injuries, and further requests the City waive
its requirement for evidence of Workers' Compensation Insurance.

BUSINESS: Susanne Durkin-Schindler

By: ^{DocuSigned by:} Susanne Durkin-Schindler
FF2296D7879C43E...

Printed: Susanne Durkin-Schindler

Title: owner

Date: 7/16/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2018

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 State Farm Ronny Bush/State Farm Insurance 1090 E Elizabeth St Fort Collins, Co 80524	CONTACT NAME: Ronny Bush PHONE (A/C, No, Ext): 970-484-3993 FAX (A/C, No): 970-484-4011 E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: State Farm Fire and Casualty Company 25143 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED DURKIN-SCHINDLER, SUSANNE 1737 NORWOOD LN FORT COLLINS CO 80525-2952	

COVERAGES CERTIFICATE NUMBER: 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 checked="" 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: _____			96-CG-H443-4	03/14/2018	03/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 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) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR 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)

CERTIFICATE HOLDER City of Fort Collins PO Box 580 Fort Collins, CO 80522	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
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