



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

January 28, 2020

Earth Advantage, Inc
Attn: David Heslam
623 SW Oak Street # 300
Portland, OR 97205

RE: Contract Renewal, 8865 - Building Energy Scoring Interface

Dear Mr. Heslam:

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 one (1) additional year, April 15, 2020 through April 14, 2021.

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:

A9D0A854C8CB45D...
Gerry S. Paul
Director of Purchasing

DocuSigned by:

DAE9BCEAC8144FF...
Signature

2/13/2020
Date

(Please indicate your desire to renew 8865 by signing this letter and returning it to Purchasing Division within the next fifteen days.)

GSP:kr

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Sublimits of Insurance		Additional Premium
A. Hired Auto Liability	\$1,000,000	Each CLAIM	\$ Included
	\$1,000,000	General Aggregate	
B. Nonowned Auto Liability	\$1,000,000	Each CLAIM	\$ Included
	\$1,000,000	General Aggregate	

Regardless of the number of coverages involved:

1. the Sublimit of Insurance shown in this endorsement for Each **CLAIM** is the most **WE** will pay for all loss for **DAMAGES** and **CLAIM EXPENSE** arising out of any one **CLAIM**; and
2. the Sublimit of Insurance shown in this endorsement for the General Aggregate is the most **WE** will pay for all loss for **DAMAGES** and **CLAIM EXPENSE** for each **POLICY PERIOD**.

The Sublimits of Insurance shown for A. and B. in the Schedule above are part of, and not in addition to, the Limits of Insurance shown on the Declarations. **WE** will not be obligated to undertake or defend any **SUIT** or proceeding, which is subject to the Sublimits of Insurance stated in this endorsement, after the applicable Sublimits of Insurance are exhausted.

HIRED AUTO LIABILITY

The insurance provided under **COVERAGE A (SECTION I)** applies to **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the maintenance or use of a **HIRED AUTO** by **YOU** or **YOUR EMPLOYEES** in the course of **YOUR** business.

NONOWNED AUTO LIABILITY

The insurance provided under **COVERAGE A (SECTION I)** applies to **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use of any **NONOWNED AUTO** in **YOUR** business by any person other than **YOU**.

With respect to the insurance provided by this endorsement:

The exclusions, under **COVERAGE A (SECTION I)**, other than exclusions **a., b., d., f.** and **i.** are deleted and the following exclusions are added:

1. BODILY INJURY:

- (a) To an **EMPLOYEE** of the insured arising out of and in the course of employment by the insured; or

- (b) To the spouse, child, parent, brother or sister of that **EMPLOYEE** as a consequence of paragraph (a) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share **DAMAGES** with or repay someone else who must pay **DAMAGES** because of the injury.

This exclusion does not apply to:

- (a) Liability assumed by the insured under an **INSURED CONTRACT**; or
- (b) **BODILY INJURY** arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

2. PROPERTY DAMAGE to:

- (a) Property owned or being transported by, or rented or loaned to the insured; or
- (b) Property in the care, custody or control of the insured.

WHO IS AN INSURED (SECTION II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. **YOU**;
2. Any other person using a **HIRED AUTO** with **YOUR** permission;
3. With respect to a **NONOWNED AUTO**, any partner or executive officer of **YOURS**, but only while such **NONOWNED AUTO** is being used in **YOUR** business; and
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1.**, **2.**, or **3.** above.

None of the following is an insured:

1. Any person while performing duties related to the conduct of **YOUR** business with respect to **BODILY INJURY** to any co-**EMPLOYEE** of such person injured in the course of employment;
2. Any person while performing duties related to the conduct of **YOUR** business with respect to **BODILY INJURY** to any **EMPLOYEE** injured in the course of employment;

3. Any partner or executive officer with respect to any **AUTO** owned by such partner or officer or a member of his or her household;
4. Any person while employed in or otherwise engaged in duties in connection with an **AUTO BUSINESS**, other than an **AUTO BUSINESS YOU** operate;
5. The owner or lessee (of whom **YOU** are a sublessee) of a **HIRED AUTO** or the owner of a **NONOWNED AUTO** or any agent or **EMPLOYEE** of any such owner or lessee; or
6. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a **NAMED INSURED** in the Declarations.

The following additional definitions apply:

AUTO BUSINESS means the business or occupation of selling, repairing, servicing, storing or parking **AUTOS**.

HIRED AUTO means any **AUTO YOU** lease, hire, rent or borrow. This does not include any **AUTO YOU** lease, hire, rent or borrow from any of **YOUR EMPLOYEES** or members of their households, or from any partner or executive officer of **YOURS**.

NONOWNED AUTO means any **AUTO YOU** do not own, lease, hire, rent or borrow which is used in connection with **YOUR** business. However, if **YOU** are a partnership, a **NONOWNED AUTO** does not include any **AUTO** owned by any partner.

Policy Number: PGIARK07385-00

**COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2020

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 Durham and Bates Agencies, Inc. 720 SW Washington St. Ste250 Portland OR 97205-3554	CONTACT NAME: Kelli Lucey PHONE (A/C. No. Ext): 503-224-5170 E-MAIL ADDRESS: kellil@dbates.com	FAX (A/C. No): 503-221-0540	
	INSURER(S) AFFORDING COVERAGE		
INSURED Earth Advantage, Inc. 623 SW Oak St, Ste 300 Portland OR 97205	INSURER A : Ohio Security Insurance Company		NAIC # 24082
	INSURER B : Axis Surplus Insurance Company		26620
	INSURER C : Saif Corporation		36196
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1638107907

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EMP19001075	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Host Liquor	\$ Included
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EMP19001075	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			EMX19000258	6/1/2019	6/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	972615	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Bus Pers Prop			BKS57974537	6/1/2019	6/1/2020	Limit	165,000
B	Professional Liability			EMP19001075	6/1/2019	6/1/2020	Aggregate (ded. \$5k) Each Occur.	2,000,000 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Fort Collins
 PO Box 580
 Fort Collins CO 80522

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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HIRED AUTO AND NONOWNED AUTO LIABILITY

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

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A. Hired Auto Liability	\$1,000,000	Each CLAIM	\$ Included
	\$1,000,000	General Aggregate	
B. Nonowned Auto Liability	\$1,000,000	Each CLAIM	\$ Included
	\$1,000,000	General Aggregate	

Regardless of the number of coverages involved:

1. the Sublimit of Insurance shown in this endorsement for Each **CLAIM** is the most **WE** will pay for all loss for **DAMAGES** and **CLAIM EXPENSE** arising out of any one **CLAIM**; and
2. the Sublimit of Insurance shown in this endorsement for the General Aggregate is the most **WE** will pay for all loss for **DAMAGES** and **CLAIM EXPENSE** for each **POLICY PERIOD**.

The Sublimits of Insurance shown for A. and B. in the Schedule above are part of, and not in addition to, the Limits of Insurance shown on the Declarations. **WE** will not be obligated to undertake or defend any **SUIT** or proceeding, which is subject to the Sublimits of Insurance stated in this endorsement, after the applicable Sublimits of Insurance are exhausted.

HIRED AUTO LIABILITY

The insurance provided under **COVERAGE A (SECTION I)** applies to **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the maintenance or use of a **HIRED AUTO** by **YOU** or **YOUR EMPLOYEES** in the course of **YOUR** business.

NONOWNED AUTO LIABILITY

The insurance provided under **COVERAGE A (SECTION I)** applies to **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use of any **NONOWNED AUTO** in **YOUR** business by any person other than **YOU**.

With respect to the insurance provided by this endorsement:

The exclusions, under **COVERAGE A (SECTION I)**, other than exclusions **a., b., d., f.** and **i.** are deleted and the following exclusions are added:

1. BODILY INJURY:

- (a) To an **EMPLOYEE** of the insured arising out of and in the course of employment by the insured; or

- (b) To the spouse, child, parent, brother or sister of that **EMPLOYEE** as a consequence of paragraph (a) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share **DAMAGES** with or repay someone else who must pay **DAMAGES** because of the injury.

This exclusion does not apply to:

- (a) Liability assumed by the insured under an **INSURED CONTRACT**; or
- (b) **BODILY INJURY** arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

2. PROPERTY DAMAGE to:

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Copyright, ISO Properties, Inc., 1994

- (a) Property owned or being transported by, or rented or loaned to the insured; or
- (b) Property in the care, custody or control of the insured.

WHO IS AN INSURED (SECTION II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- 1. **YOU**;
- 2. Any other person using a **HIRED AUTO** with **YOUR** permission;
- 3. With respect to a **NONOWNED AUTO**, any partner or executive officer of **YOURS**, but only while such **NONOWNED AUTO** is being used in **YOUR** business; and
- 4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1.**, **2.**, or **3.** above.

None of the following is an insured:

- 1. Any person while performing duties related to the conduct of **YOUR** business with respect to **BODILY INJURY** to any co-**EMPLOYEE** of such person injured in the course of employment;
- 2. Any person while performing duties related to the conduct of **YOUR** business with respect to **BODILY INJURY** to any **EMPLOYEE** injured in the course of employment;

- 3. Any partner or executive officer with respect to any **AUTO** owned by such partner or officer or a member of his or her household;
- 4. Any person while employed in or otherwise engaged in duties in connection with an **AUTO BUSINESS**, other than an **AUTO BUSINESS YOU** operate;
- 5. The owner or lessee (of whom **YOU** are a sublessee) of a **HIRED AUTO** or the owner of a **NONOWNED AUTO** or any agent or **EMPLOYEE** of any such owner or lessee; or
- 6. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a **NAMED INSURED** in the Declarations.

The following additional definitions apply:

AUTO BUSINESS means the business or occupation of selling, repairing, servicing, storing or parking **AUTOS**.

HIRED AUTO means any **AUTO YOU** lease, hire, rent or borrow. This does not include any **AUTO YOU** lease, hire, rent or borrow from any of **YOUR EMPLOYEES** or members of their households, or from any partner or executive officer of **YOURS**.

NONOWNED AUTO means any **AUTO YOU** do not own, lease, hire, rent or borrow which is used in connection with **YOUR** business. However, if **YOU** are a partnership, a **NONOWNED AUTO** does not include any **AUTO** owned by any partner.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional Insured. However, this status exists only for the project specified in that contract	All locations whom the Named Insured agrees, in a written contract, to name as an Additional Insured. However, this status exists only for the project specified in that contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.