



Retrofit Management Agreement

Built to Last Program

This Retrofit Management Agreement including all attachments (**Agreement**) is entered into by and between the Philadelphia Energy Authority (**PEA**), a Pennsylvania municipal authority and [contractor] (**Contractor**), a [state] [type of entity], as of _____, 20____.

Background

A. PEA is a municipal authority and political subdivision of the Commonwealth of Pennsylvania, formed by the City of Philadelphia under the Pennsylvania Municipality Authorities Act, 53 Pa. C. S. § 5601 *et seq.* to develop and finance energy efficiency and clean energy supply projects, educate consumers, and promote a vital clean energy sector in Philadelphia.

B. Philadelphia Green Capital Corp. (**PGCC**) is an affiliate of PEA and is a Pennsylvania nonprofit corporation that is qualified as a 501(c)(3) charitable organization to make and facilitate program-related investments for environmental action, lessening the burdens of government and promoting social welfare purposes under section 501(c)(3) of the Internal Revenue Code.

C. Contractor is engaged in the business of providing program services and residential retrofit construction and is experienced in [intake services/project development/residential construction management].

D. PEA has worked with a group of organizations serving Philadelphia to establish the Built to Last (**BTL**) Program (the **Program**) to provide coordinated home repairs and services to low-income households aimed at improving the quality, energy performance, and/or health of the home. The group of collaborating organizations includes PGCC and Energy Coordinating Agency, CMC Energy Services, Pennsylvania Horticultural Society, Philadelphia Corporation for Aging, Philadelphia Department of Public Health, Philadelphia Gas Works, Philadelphia Housing Development Corporation, Habitat for Humanity Philadelphia, Rebuilding Together Philadelphia and other organizations that may enter into agreements with PEA with respect to the Program (the **BTL Team Members**, and each a **BTL Team Member**). Each of the BTL Team

Members currently funds, delivers, and/or facilitates delivery of building services to low-income single family residential properties.

E. The Program allows the BTL Team Members to provide unified and coordinated outreach, streamlined client intake, holistic home and eligibility evaluation, project management, construction of home retrofits, and financial assistance to permit low-income homeowners to reduce their energy bills and stabilize their homes to support continued home ownership. The goal of the Program is to integrate these services and make homes safe, healthy and affordable places to live.

F. PEA refers potentially eligible households (**Applicants**, and each an **Applicant**) to a PEA contractor (a **Retrofit Manager**) who screens them for their interest in and eligibility to participate in the Program and in individual BTL Team Member services, and collects all of the Applicant's required enrollment information and documentation (the **Intake Services**).

G. PEA assigns each enrolled Applicant (now a **Participant**) to a Retrofit Manager to conduct a home assessment, develop a preliminary scope for all work needed in the Participant's home (the **Retrofit Work**), and suggest appropriate roles for various BTL Team Members (the **Project Development Services**).

H. PEA coordinates with BTL Team Members to allocate to them and schedule appropriate portions of Retrofit Work and assigns the balance of the construction work (the **PGCC Work**) to a Retrofit Manager.

I. The assigned Retrofit Manager (1) assigns the PGCC Work to a general contractor selected initially and funded by PGCC (a **PGCC Contractor**), (2) develops a final detailed itemization and costing of the PGCC Work, using a PEA-approved pricing methodology (the **Project Scope**) in consultation as needed with the PGCC Contractor, (3) obtains PEA's final sign-off on the Project Scope, (4) oversees the PGCC Contractor in construction of the Project Scope, and (5) conducts a final inspection of the completed Project Scope (together, the **Construction Management Services**).

J. PEA has [invited/selected through a procurement process] Contractor, and Contractor has agreed to serve as a Retrofit Manager and to perform [Intake Services, Project Development Services, and Construction Management Services] for the BTL Program.

Agreements

In consideration of the Background, the mutual promises made herein and the undertakings of PGCC and the other BTL Team Members in their respective BTL program agreements with PEA, the Parties, intending to be legally bound, agree as follows:

1. Definitions

Capitalized terms used in this Agreement have the meanings set forth below unless the context clearly indicates otherwise.

Agreement is defined in the preamble.

Applicant is defined in Paragraph F of the Background.

BTL is defined in Paragraph D of the Background.

BTL Implementers means PEA, PGCC, BTL Team Members, Retrofit Managers, PGCC Contractors, and their respective subcontractors of any tier, coventurers and agents engaged in implementing the Program.

BTL Team Member is defined in Paragraph D of the Background.

City means the City of Philadelphia.

Confidential Information is defined in Section 12.

Construction Management Services is defined in Paragraph I of the Background [and more fully described in Exhibit C (**Construction Management Services**)].

CRM is defined in Section 3.b.

Force Majeure Event is defined in Section 16.a.

Good Industry Practice means those practices, methods and acts that at any particular time, in the exercise of reasonable judgment, and consistent with current construction industry practices, would have been expected to accomplish the desired result in the manner consistent with applicable Law, applicable Codes, and standards of reliability, safety, efficiency and environmental protection in effect at such time, including the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced program and construction manager engaged in the same type of undertaking under the same or similar circumstances.

Initial Term is defined in Section 2.

Intake Services is defined in Paragraph F of the Background [and more fully described in Exhibit A (Intake Services)].

Manual is defined in Section 3.c.

Participant is defined in Paragraph G of the Background.

Participant Information is defined in Section 3.b.

Party means either PEA or Contractor.

PEA is defined in the preamble.

PGCC is defined in Paragraph B of the Background.

PGCC Contractor is defined in Paragraph I of the Background.

PGCC Work is defined in Paragraph H of the Background.

[**Prior Agreement** is defined in the preamble.]

Program is defined in the Paragraph D of the Background.

Program Participant Agreement means the agreement with each Participant regarding installation of their Project Scope in the form attached as Exhibit E.

Project means all Retrofit Work performed in a Participant's residence under the BTL Program.

Project Development Services is defined in the Paragraph G of the Background [and more fully described in Exhibit B (Project Development Services)].

Project Scope is defined in Paragraph I of the Background.

Retrofit Manager is defined in Paragraphs F of the Background.

Retrofit Work is defined in Paragraph G of the Background.

Services is defined in Section 5.

Subcontractor means anyone providing services to Contractor in connection with this Agreement, including any supplier(s) providing goods or material.

Term is defined in Section 2.

Termination means either the end of the Term, the date of termination due to Section 20 (Termination for Cause), the date of termination determined per Section 19 (Termination for Convenience), or the end of the Winding Down Period as described in Section 18.b-c.

Winding Down Period is defined in Section 18.b.

2. Term of Agreement

This Agreement is effective as of the date in the preamble and will continue through unless earlier terminated in accordance with its terms the **Initial Term**). The Parties shall have the option to renew this Agreement for additional one-year terms; such one-year extensions shall each be referred to as a "**Renewal Term**", and together with the Initial Term, the "**Term**".

3. PEA Obligations

- a. PEA will manage the Program and will facilitate communication among and

coordinate the activities of all BTL Team Members and PGCC to select and deliver Services to Participants. PEA will coordinate education and public awareness activities for the Program. PEA will oversee Program activities and ensure that PGCC, Retrofit Managers, Contractor and all BTL Team Members are meeting their contractual obligations.

- b. PEA will develop, maintain, and provide access to PGCC, Contractor and all BTL Team Members to a secure customer relationship management system (**CRM**) for information and documentation about Applicant and Participant households and properties, and their home repair projects (**Participant Information**). This CRM system will serve as the Program system of record, providing a central portal for entering, storing, and sharing Participant Information, subject to Section 11 (Program Information) and Section 12 (Confidentiality), and will be secured to protect personally identifiable information.
- c. PEA will develop, maintain, and periodically update a BTL Basic Procedures Manual (the **Manual**) providing detailed procedures to be followed in all facets of the BTL Program. The Contractor acknowledges receipt of the current edition of the Manual.
- d. PEA will maintain a waitlist of Applicants who have filled out a form indicating their interest in participating in the Program [, and][will determine priority and the rate at which it assigns Applicants to the Contractor for Intake Services based on annual targets with sub-quotas throughout the year that must be completed quarterly.]
- e. [PEA will assign new Participants to the Contractor for Project Development Services and, will assign Participants whose Project Scope involves work by a PGCC Contractor, to the Contractor for Construction Management Services. A Project may be assigned to Contractor for both Project Development Services and Construction Management Services, or one or the other. The rate of assignment of Projects may fluctuate based on the progress of Projects through the Contractor's project development and construction management pipelines. Nevertheless, PEA will set annual targets for the number of Projects for [Project Development Services/Construction Management Services] that Contractor shall complete and will expect Contractor to make continuous progress during the year. Additional Participant's Projects will not be assigned if there are significant backups in the Contractor's pipelines. Projects that are on hold due to viability issues will not be treated as "backup". If Projects are on hold, PEA will assign alternative Participants to the Contractor.]

4. Joint Development Responsibilities

- a. The Parties will work together to develop procedures and tools to support the needs of the Program as described in their respective obligations outlined in Section 3 (PEA Obligations) and Section 5 (Contractor Obligations) of this Agreement. The Parties will update the procedures and tools as needed during the Program to adjust to changing circumstances, such as addition or removal of Program Implementers.
- b. [Contractor is a BTL Team Member that operates its own programs and if it has intake and project development services that satisfy the requirements of the BTL Program, it may refer participants in its programs to the BTL Program. Upon PEA's acceptance, construction management for these Project Scopes provided by referring Contractor will be referred to [Contractor or another Retrofit Manager for Construction Management Services]. Either way, PEA will pay Contractor for the Intake Services and the Project Development Services that Contractor has previously performed at rates specified for such referral related work.]

5. Contractor Obligations

- a. Contractor will perform services for Applicants and Participants assigned by PEA and all of its other obligations under this Agreement (together, the **Services**) including:
 - i. [Intake Services, as described in Exhibit A (Intake Services);
 - ii. Project Development Services, as described in Exhibit B (Project Development Services); and
 - iii. Construction Management Services, as described in Exhibit C (Construction Management Services).]
- b. Contractor will provide all services, supervision, labor, materials, supplies, miscellaneous materials, and equipment necessary to provide the Services and complete the deliverables and perform all other obligations in this Agreement.
- c. Contractor shall meet the annual targets and progress requirements assigned by PEA pursuant to Section 3[d/.e.] and subject to Section 18.

6. Job Posting and Reporting

- a. Contractor must share all job postings with PEA so that PEA can help identify diverse candidates from the City of Philadelphia.
- b. Contractor shall inquire with PEA when hiring regionally for entry-level positions in order to consider Applicants from PEA-supported training programs.
- c. Contractor shall provide to PEA a quarterly jobs report outlining the percentage of Contractor's current workforce that can be classified as residents of the City of

Philadelphia, minority, woman, disabled, returning citizens, veterans, and/or who have completed Philadelphia-based training programs, including specific metrics for new hires.

- d. PEA intends to protect the confidentiality of all materials provided by the Contractor in the jobs report consistent with the provisions of Sections 11 (Program Information) and Section 12 (Confidentiality).

7. Cooperation with BTL Implementers

Contractor will provide its Services for the Program in cooperation with other BTL Implementers in accordance with the Manual.

8. Compensation and Expenses

PEA shall pay Contractor for its Services based on the respective fee schedules included in Exhibit A (Intake Services), Exhibit B (Project Development Services), and Exhibit C (Construction Management Services).

- a. Payments will be made upon submission of invoices by Contractor via the Payment Application form provided in the Manual unless otherwise agreed by PEA. Invoices should be submitted based upon satisfactory completion of the Services and submission of deliverables as indicated herein.
- b. Contractor must provide PEA with a signed IRS Form W-9 and PEA shall issue an IRS Form 1099 in connection with the payments which Contractor receives hereunder.

9. Additional Terms

Contractor agrees to (a) comply with all required terms of: (i) the Whole-Home Repairs Program Funding Agreement between PEA, PGCC and the Philadelphia Housing Development Corporation (Attachment 1), (ii) Housing Opportunities Made Easy Plan Memorandum of Understanding between the City, PEA and the Philadelphia Housing Development Corporation (Attachment 2), (b) assist PEA and PGCC in complying with such requirements, and (c) perform its obligations in accordance with the Manual. Contractor's obligation specifically includes the Flow Down requirements of 2 CFR 200.101, and CFR 200.326 and the Intellectual Property Provisions of 2 CFR 200.315 and 2 CFR 910.362.

10. Work Product

Contractor will deliver to PEA and PGCC all non-proprietary data related to Participant engagement, intake service expansion, staff training materials, and research and pilot evaluation gathered or produced by Contractor as part of this Program. All such data will be conveyed by direct input into the CRM or through another process that is pre-approved by PEA.

Reports, materials, books, databases, maps, audio/videotapes and other forms of intellectual property created using grants obtained for the Project may be copyrighted or otherwise legally protected by Contractor or by the author, according to Contractor's intellectual property policies and 2 CFR 200.315. Contractor will provide to PEA a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, distribute, copy, summarize or excerpt Contractor's intellectual property created using grants obtained for the Project for non-commercial purposes in any media—whether now known or later devised—including by posting such intellectual property on PEA's website or featuring it in PEA publications. Provided, however, that the foregoing shall not require Contractor to provide such a license to Contractor's proprietary software and shall be subject to Section 11 (Program Information) and Section 12 (Confidentiality). This Section shall survive the Termination of this Agreement.

11. Program Information and Participant Protections

- a. *Privacy.* The Parties and PGCC agree that they will share Participant Information with each other and with other BTL Implementers only to the extent necessary to carry out the Program and not for any other purposes. Each Party and PGCC will hold all Participant Information in strictest confidence and will not provide Participant Information to persons other than those listed above without Applicant or Participant consent.
- b. *PEA Use of Participant Information.* The Parties and PGCC will inform Applicants and Participants that Participant Information may be shared with other BTL Implementers, and with Program funders in confidence and that aggregate information about the Program and its Participants will be compiled and may be made public to assist in assessing Program impact, informing funders and potential funders of the Program or successor programs, and educating potential future participants and the public.
- c. *Photos and Recordings.* Contractor will not use or publish any photos or any audio or video recordings of Participants or their buildings without written consent from each Participant. If the photo, video, or recording of an Applicant or Participant who is under 18 years old is used or published, the Parties and PGCC must have written consent of the parent or guardian of the Applicant or Participant.
- d. *Service Level.* The Parties and PGCC may conduct satisfaction surveys with the

Applicant or Participant and officers or other personnel of BTL Implementers. If the results of these surveys show significant and/or repeated dissatisfaction with Contractor, this Agreement may be terminated. The Contractor will provide a high level of service and perform the Services at all times in an ethical, professional, and courteous manner.

e. *Data Management.*

- i. Contractor must employ cybersecurity and data privacy programs that utilize best industry practices, standards and frameworks, such as ISO/IEC 27001, ISO/IEC 27701, NIST Cybersecurity Framework, and NIST Privacy Framework.
- ii. Contractor is expected to take all reasonable steps to maintain cybersecurity measures, including risk management protocols, secure IT systems to safeguard Applicant and Participant information, and software that is up to date and includes virus prevention.
- iii. Contractor must maintain files using encrypted and password-protected virtual file storage and file sharing platform(s). Contractor shall refrain from sharing sensitive and protected data over insecure platforms. Contractor must maintain proper, up-to-date technical and system documentation for each information system that produces, uses, or stores electronic records and ensure backups of critical files.
- iv. Contractor must report and address any incidents, e.g. IT incidents, compromised passwords, data breaches or lost or stolen devices, as soon as reasonably practicable.

12. Confidentiality

- a. In providing Confidential Information to PEA, Contractor acknowledges that PEA is subject to the Pennsylvania Right-to-Know Law, (65 P.S. § 67.101 et seq.) and Contractor will segregate and mark Confidential Information it provides with the specific provision of the Right-to-Know Law that it believes provides an exemption from disclosure. Subject to PEA's obligations under the Right-to-Know Law, neither Party will disclose to any person or entity, directly or indirectly, without the prior written approval of the other, any Confidential Information relating to the other party, or in the case of Contractor, Confidential Information relating to PGCC, obtained by virtue of this Agreement, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process. **"Confidential Information"**

will include, but not be limited to, CRM, technical processes and formulas, source or object code, product designs, sales cost and other unpublished financial information, program and business plans, revenues, usage rates, Applicant or Participant data, and marketing data. Confidential Information does not include any information that is, (i) generally known or available to the public through no act of the receiving party, (ii) already known to the receiving party at the time of receiving the Confidential Information, (iii) independently developed by the receiving party; or (iv) furnished to the receiving party by a third party with the right to do so. If any person seeks access to Confidential Information of Contractor in PEA's possession, PEA will notify Contractor to allow it to seek protection for such information.

- b. The receiving party may disclose Confidential Information when required to do so by law, a court of competent jurisdiction, any governmental agency having supervisory authority over the business of the disclosing party, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order either Party to divulge, disclose or make accessible such information. Prior to making such required disclosure, the receiving party will promptly notify the disclosing party of its receipt of an order or similar directive, including a Right to Know Act appeal, potentially compelling disclosure so that the disclosing party may challenge such order, directive or appeal.
- c. Contractor will include in its agreements with BTL Implementers under its management, provisions at least as protective of Confidential Information as Section 11 (Program Information and Participant Protections) and Section 12 (Confidential Information).

13. Standard of Care

- a. If Contractor provides professional services under this Agreement, Contractor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill, and diligence ordinarily exercised by members of the profession currently practicing under similar conditions.
- b. The Contractor shall perform, or cause to be performed, the Services in accordance with the following (collectively, the **Standard of Care**):
 - ii. The specific standards, methods and requirements set forth in the Agreement and the Manual;
 - iii. All laws and legal requirements, including all building and electrical codes and any health and safety concerns, applicable to the Services;

- iv. The requirements of all manufacturers' warranties;
 - v. Good Industry Practice and applicable National Electric Code (NEC) guidelines; and
 - vi. If a discrepancy arises between any of these standards, the most stringent standard will apply.
- c. Contractor shall maintain all licenses required to perform the Services.

14. Insurance

At all times during the Term of this Agreement, Contractor and its Subcontractors, shall maintain in full force and effect, at their expense, the insurance required by Exhibit D. In addition, Contractors providing professional services shall maintain all required professional liability insurance.

15. Indemnity

- a. Contractor shall hold harmless, defend, and indemnify PEA and PGCC and their respective agents, employees, officers, directors, and owners, from and against all liabilities, costs, expenses, claims, disputes, damages, lawsuits, losses, assessments (including attorney's fees) suffered or incurred in connection with any claim asserted related to Contractor's performance under this Agreement by any Party (regardless of the form of or forum in which such claim may be asserted) that arise out of (i) the Contractor's nonperformance of the Services, (ii) activities of the Contractor during the rendering or performance of, or attempts to render or perform, the Services in accordance with the Standard of Care set forth in Section 13, or (iii) Contractor's negligence or willful misconduct or omission, or that of anyone employed, retained, or utilized by Contractor.
- b. Any amount reasonably required to be paid pursuant to the Section 15.a. above shall be paid to PEA on demand and may, at PEA's option, be deducted from or offset against any debt, obligation, or liability of PEA to Contractor in such order as PEA deems advisable.
- c. With respect to claims by persons not a party to this Agreement, not arising from conduct by the Contractor described in Section 15.a. above or the negligence or willful misconduct of PEA or PGCC, the Parties and PGCC agree to hold each other harmless, indemnify each other from and cooperate in defense against any and all claims, actions, suits, charges, and judgements.

16. Force Majeure

- a. Notwithstanding any provision of this Agreement, neither Party nor PGCC shall have any responsibility or liability for any failure, error, malfunction, or delay resulting from events due to any cause beyond its reasonable control, including, but not limited to lockouts, labor disputes, volcanoes, earthquakes, acts of the public enemy, quarantine restrictions, freight embargoes, a change in law or regulation, unusually severe weather, terrorist acts or other acts of sabotage, fire, flood, explosion, acts of God, epidemics, civil commotion, strikes, stoppages or labor or industrial action of any kind, riots, insurrections, war or acts of government power or equipment failure (including that of any common carrier, or transmission line), emergency condition or cause, or any other act or circumstance beyond PEA's, PGCC's or Contractor's reasonable control and without fault or negligence of the Party (**Force Majeure Event**). Further, neither Party nor PGCC shall be liable for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation, requirement or order of any government or government agency in accordance with which it is required to act, as it shall determine.
- b. Where a Force Majeure Event has occurred that prevents to any extent a Party in the performance of its obligations under this Agreement, the Party that is unable to perform shall promptly notify the other Party and shall be excused from further performance or observance of the obligations(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance as soon as possible and to whatever extent possible without delay. The Parties shall negotiate in good faith to adopt amendments to deadlines or other provisions included herein and in the Manual that give effect to excused delays in performance.

17. Cessation of Operations and Changes in Contractor Ownership

- a. *Cessation of Operations.* If a Contractor must end, suspend, or significantly reduce operations, for any reason other than acquisition as provided in Section 17.b. but including termination of this Agreement, Contractor must provide as much notice as possible and meet with PEA to plan a responsible shutdown. In these circumstances, Contractor must take the following actions, including providing the following information to the extent not already uploaded to the CRM:
 - i. Endeavor to complete Projects for Participants for which Services have commenced but not been completed.
 - ii. Provide a data file with stage updates for Participants for whom Services have commenced but not yet completed, including detailed

- information about their current milestone reached in the process.
- iii. Transfer to PEA all Participant documentation relevant to and needed for another entity to complete the Participant's Project, including but not limited to: inspection reports, inspection photos, draft Project Scopes, and PGCC Contractor correspondence notes.
- b. *Changes in Contractor Ownership.* If the Contractor is being acquired by another organization, Contractor must:
- i. Obtain PGCC's approval as provided in Section 26.c.;
 - ii. Keep PGCC informed throughout the process;
 - iii. Provide an introduction to the new management team; and
 - iv. Cause the acquiring organization to provide evidence that it has assumed all of Contractor's obligations under this Agreement and all contracts with Participants.

18. [Scope Modification/Winding Down Period

- a. PEA reserves the right to reduce the number of Applicants or Projects it assigns. PEA also has the right to stop assigning Projects entirely.
- b. If either (i) PEA stops assigning new Projects, or (ii) the Term ends without default, Contractor shall continue to complete the Projects assigned prior to the cessation of assignment of new Projects until either all existing Projects are complete or earlier Termination for Cause (the **Winding Down Period**).
- c. During the Winding Down Period, all the provisions of this Agreement still apply to Contractor's performance of the Services, and Parties must continue their obligations until all their obligations are complete at which point, this Agreement will terminate. Contractor must continue its Services and complete deliverables for existing Projects .]

19. Termination for Convenience

- a. The Parties may terminate the Agreement at any time by mutual written consent.
- b. PEA may, at its sole discretion, terminate the Agreement, in whole or in part, upon no less than 30 days' written notice to Contractor.

20. Termination for Cause

- a. **For Cause by PEA.** PEA may terminate the Agreement, in whole or in part, immediately upon notice to the Contractor, or at such later date as PEA may establish in its notice to Contractor, upon occurrence of any of the following events:

- i. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that the Services under the Agreement are prohibited.
 - ii. Contractor no longer holds a license or certificate that is required to perform the Services.
 - iii. Contractor fails to timely perform any other material covenant or obligation set forth in this Agreement if that failure is not cured within 30 days after receipt of written notice from PEA.
 - iv. Any representation or warranty made by Contractor in Section 22 is false or misleading in any material respect when made or repeated.
 - v. The insolvency, liquidation, or bankruptcy of the Contractor.
- b. **For Cause by Contractor.** Contractor may terminate this Agreement immediately upon notice to PEA, or at such later date as Contractor may establish in its notice to PEA, upon occurrence of either of the following events:
 - i. PEA does not make payments required under this Agreement.
 - ii. PEA fails to perform any other material covenant or obligation set forth in this Agreement if that failure is not cured within 30 days after receipt of written notice from Contractor.

21. Remedies

In the event of Termination pursuant to Section 19.a. or 19.b., the non-defaulting party shall have any remedy available to it in law or equity. If PEA terminates the Agreement and it is determined for any reason that Contractor is not in default under Section 19.a., the rights and obligations of the Parties shall be the same as if the Agreement were terminated pursuant to Section 18.b. of the Agreement.

22. Post-Termination Procedures

Upon expiration or earlier Termination of this Agreement for any reason, all rights and obligations of the parties shall cease, except:

- a. Obligations for the payment of money that accrue prior to the date of Termination shall survive Termination.
- b. Obligations for the completion of reporting of key data and documentation about each Participant under Section 11 (Program Information) collected with respect to Applicants or Projects assigned to Contractor prior to the date of Termination shall survive Termination.
- c. Contractor shall deliver to PEA and PGCC, as the case may be, all materials or deliverables prepared for PEA during the Term of this Agreement.

- d. Contractor's obligation to indemnify PEA and PGCC under Section 15 shall survive Termination.
- e. The Parties' obligations under Section 12 (Confidentiality) shall survive Termination.

23. Representations of the Contractor

The Contractor represents and warrants that:

- a. it is duly organized and in good standing in the jurisdiction of its organization and, if not organized in the Commonwealth, is licensed to do business as a foreign corporation in the Commonwealth;
- b. it has the power, authority and legal right to enter into and perform this Agreement and the Contractor's execution and delivery of, and its performance under, this Agreement will not violate the Contractor's organizational documents or any judgment, order, law or regulation;
- c. no consent, permission or approval is required for the valid execution and delivery by the Contractor of this Agreement or for the Contractor's performance hereunder, except those that have been obtained;
- d. this Agreement has been duly authorized, executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable in accordance with its terms, except to the extent limited by bankruptcy or similar laws or by general equitable principles concerning remedies; and
- e. Contractor is not subject to backup withholding because Contractor is exempt from backup withholding, Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding, or the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

24. Subcontracting

Contractor may employ Subcontractors to complete its obligations under this Agreement but shall remain fully liable for the supervision of such Subcontractors and the completion of all of Contractor's obligations. Contractor shall ensure that all Subcontractors comply with Philadelphia City taxes and licensing requirements and may be required to submit compliance documents to PEA from time to time. Contractor shall track whether Subcontractors are designated Minority, Women or Disabled-Owned Business Enterprises and provide that information and supporting documentation to PEA for work undertaken as part of the Program.

25. Non-Exclusivity; Non-Contravention

Contractor is under no obligation to work exclusively with PEA, and may accept engagements, work, and assignments outside of the Project on a regular basis. PEA has no obligation to work exclusively with Contractor, or to continue this collaboration after completion of the Program.

26. Notices

Unless otherwise specifically provided in this Agreement, all notices, consents, waivers, authorizations and approvals given under this Agreement must be in writing and may be telecopied, delivered by hand, mailed by first class, registered mail (return receipt requested) or sent by FedEx or similar courier service and addressed as follows:

If to Contractor:

If to PEA:

Alon Abramson

aabramson@philaenergy.org

With a copy to:

Emily Schapira

eschapira@philaenergy.org

Philadelphia Energy Authority

30 S. 15th St, Suite 801

Philadelphia, PA 19102

If to PGCC:

Maryrose Myrtetus

mmyrtetus@phillygreencapital.org

With a copy to:

Abby Rambo

arambo@phillygreencapital.org

Philadelphia Green Capital Corp.

30 S. 15th St, Suite 801

Philadelphia, PA 19102

Each Party and PGCC may change the address to which its communications are delivered by giving notice to the other Party. Any communication given in accordance with this Section will be deemed to have been given to a Party upon its receipt thereof.

27. Audits, Inspection Rights, Records

- a. **Audits.** From time to time during the Term of this Agreement and for a period of 5 years after Termination of this Agreement, (i) PEA may audit all aspects of the Contractor's performance under this Agreement, including but not limited to its billings and invoices, and (ii) PGCC may audit all aspects of Contractor's performance of its duties to PGCC, at Contractor's office. If so requested, Contractor shall submit to the requesting party all vouchers or invoices presented for payment pursuant to this Agreement, all canceled checks, work papers, books, records, and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred

pursuant to this Agreement. All books, invoices, vouchers, records, reports, canceled checks and other materials shall be subject to periodic review and audit by the City of Philadelphia. Notwithstanding the foregoing, Contractor shall not be required to maintain such documentation in excess of 5 years from the expiration or Termination of this Agreement.

- b. **Independent Reports.** If requested by PEA, Contractor shall submit an independent report prepared and certified by a Certified Public Accountant acceptable to PEA.
- c. **Inspection.** All services and materials provided under this Agreement shall be subject to inspection and review by PEA, PGCC and city, state and federal representatives. Contractor shall cooperate with all inspections and reviews conducted in accordance with the provisions of this Agreement. Such inspection and review of Contractor's rendering of services and materials, including without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with Customers, review of staffing demographics and job descriptions, verification of account accuracy, and meetings with any staff members who are either directly or indirectly involved in providing services and materials under this Agreement.
- d. **Availability of Records.** Upon reasonable notice, Contractor shall make available at Contractor's office, during the Term of this Agreement, all records pertaining to this Agreement for the purpose of inspection, audit, or reproduction by any authorized PEA or PGCC representative, or the Pennsylvania Auditor General, and any other federal, state or City auditors.
- e. **Retention of Records.** Contractor shall retain all records, books of account and documentation pertaining to this Agreement for a period of 5 years following expiration or Termination of this Agreement; however, if any litigation, claim, or audit is commenced prior to expiration of said 5year period, then the records shall be retained until all litigation, claims, or audit findings have been completely terminated or resolved, without right of further appeal, or if applicable law requires a longer period, then the records shall be retained for such longer period.

28. Tax Indebtedness

- a. **Certificates Required.** PEA does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the certifications below have been developed and shall form a part of the Agreement.
- b. **Contractor's Certification of Non-Indebtedness.** Contractor hereby certifies

and represents that Contractor and any of Contractor's parent(s) and/or subsidiary(ies) are not currently indebted to the City and will not at any time during the Term of the Agreement (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.

- c. **Subcontractor's Certification of Non-Indebtedness.** Contractor shall require any Subcontractor(s) to be bound by the following provision, and Contractor shall cooperate fully with PEA in exercising the rights and remedies described below or otherwise available at law or in equity: "Subcontractor hereby certifies and represents that Subcontractor and any of Subcontractor's parent(s) and/or subsidiary(ies) are not currently indebted to the City of Philadelphia ("City") and will not at any time during the Term of this Agreement, including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established."

29. Nondiscrimination

This Agreement is entered into in concert with the terms of the Philadelphia Home Rule Charter and in its performance. Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, ancestry, sex, gender identity or expression, national origin, sexual orientation, age or disability. In the event of such discrimination, the Authority may terminate this Agreement forthwith.

In addition, Contractor shall, in performing the Agreement, comply with the provisions of the Fair Practices Ordinance of the Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 04-86 (prohibiting discrimination on the basis of Human Immunodeficiency Virus infection), as each may be amended from time to time and which, as applicable, prohibit, among other things, discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information, or domestic or sexual violence victim status, or other act or practice made unlawful under Chapter 9-1100 or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania.

In accordance with Act 57 of 1998, 62 Pa.C.S. § 3701, in the hiring of employees for the performance of work under the Agreement or any Subcontract, neither the Contractor nor any of its Subcontractors, nor any person acting on their behalf shall discriminate, by reason of gender, race, creed or color, against any citizen of the Commonwealth who is qualified or available to perform the work to which the employment relates.

Neither the Contractor nor any of its Subcontractors, nor any person acting in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Agreement on account of gender, race, creed or color.

In the event of any breach of this Section, PEA may, in addition to any rights and remedies available under this Agreement, or at law or in equity, immediately cancel, terminate or suspend this Agreement, and all payments for Services not yet performed under this Agreement may be forfeited for a violation of the terms and conditions of this Section. In addition, a violation of any provisions of this Section may serve as grounds for suspension and debarment of the Contractor or its Subcontractors from contracting activities by the City.

30. Chapter 17-400 of the Philadelphia Code

Contractor agrees to include the following paragraph, with appropriate adjustments for the identity of the Parties, in all subcontracts which are entered into for work to be performed on projects as part of the Project:

“In accordance with Chapter 17-400 of the Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring tenure of employment, promotion, terms privileges or condition of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Agreement entitling the Authority to all rights and remedies provided in this Agreement or otherwise available in Law or equity.”

Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the Authority to all rights and remedies provided herein or otherwise available at law or in equity.

31. Philadelphia 21st Century Minimum Wage and Benefits Standard

Contractor must uphold the minimum wage standard and minimum benefits standard stated in Chapter 17-1300 of the Code and Executive Order 03-14. Chapter 17-1300 is accessible at

http://library.amlegal.com/nxt/gateway.dll/Pennsylvania/philadelphia_pa/title17contractsandproc

<http://www.phila.gov/ExecutiveOrders/Executive%20Orders/EO%203-14.pdf> and Executive Order 03-14 is accessible at <http://www.phila.gov/ExecutiveOrders/Executive%20Orders/EO%203-14.pdf>.

A summary of the requirements under Chapter 17-1300 and Executive Order 03-14 is as follows:

a. Minimum Wage

- i. As of January 1, 2016, and during each year thereafter, provide their covered employees with an hourly wage, excluding benefits, that is no less than the result of multiplying \$12 by the then current CPI Multiplier as annually adjusted.
- ii. For purposes of determining the minimum hourly wage required under (1) above, the CPI Multiplier is an annual calculation made by the City's Director of Finance to take effect as of January 1 of each year. The CPI Multiplier is calculated by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U) All Items Index, Philadelphia, Pennsylvania, as of January 1st of each year, by the most recently published CPI-U as of January 1, 2015. The then-current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's web site.

b. Minimum Benefits

- i. To the extent Contractor (or its Subcontractor under subcontract) provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Contractor (or its Subcontractor).
- ii. Provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).
- iii. If covered, absent a waiver, Contractor shall promptly provide to PEA all documents and information as PEA may require verifying its and its Subcontractors' compliance with the requirements of Chapter 17-1300 and Executive Order 03-14. Contractor and its Subcontractors shall notify each affected employee what wages are required to be paid pursuant to Chapter 17-1300 and Executive Order 03-14.
- iv. Absent a waiver, Contractor, as subject to Chapter 17-1300 and Executive Order 03-14, shall comply with all their requirements as they exist on the date when the Contractor enters into Agreement with PEA or when such Agreement is amended. Absent a waiver, Contractor shall also be

responsible for the compliance of its Subcontractors with the requirements of Chapter 17-1300 and Executive Order 03-14. Contractor shall take such steps as are necessary to notify its Subcontractors of these requirements, including, without limitation, incorporating these requirements, with appropriate adjustments for the identity of PEA and Contractor, in its Subcontracts with such Subcontractors. Contractor or any of Contractor's Subcontractors subject to Chapter 17-1300 and the Executive Order that fail to comply with their provisions may, after notice from PEA, be suspended from the Program or from bidding on and/or participating in future PEA contracts for up to three years.

- v. The Contractor's failure to comply, or the failure of Contractor's Subcontractors to comply with the requirements of Chapter 17-1300 or Executive Order 03-14, shall constitute a substantial breach of this Agreement entitling PEA to all rights and remedies provided in this Agreement or otherwise available at law or in equity.

32. Ethics Requirements

To preserve the integrity of PEA employees and maintain public confidence in the competitive contracting system, PEA intends to vigorously enforce the various ethics laws as they relate to PEA employees in the bidding and execution of PEA contracts. Such laws are in three categories:

- a. **PEA Employee Interest in PEA Contracts.** In accordance with Section 10-102 of the Philadelphia Home Rule Charter, no proposal shall be accepted from, or contract awarded to, any PEA employee or official, or any firm in which a PEA employee or official has a direct or indirect financial interest. Contractor required to disclose any current PEA employees or officials who are employees or officials of the Contractor's firm, or who otherwise would have a financial interest in the contract.
- b. **Conflict of Interest.** Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any Confidential Information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in the Philadelphia Code Section 20-608.
- c. **Executive Order 10-16: Gifts.**
 - i. Pursuant to Executive Order 10-16, no PEA officer or employee in the

Executive and Administrative Branch may accept or receive a gift of any monetary value from a person who, at the time or within 12 months preceding the time a gift is received, (1) is seeking, or has sought, official action from that officer or employee; or (2) has operations or activities regulated by that officer's or employee's department, agency, office, board or commission, or, in the case of members of the Mayor's Cabinet, has operations or activities that are regulated by any department, agency, office, board or commission within the Executive and Administrative branch; or (3) has a financial or other substantial interest in acts or omissions taken by that officer or employee, which the officer or employee is able to affect through official action.

- ii. Contractor understands and agrees that if it offers anything of value to a PEA official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, Contractor shall be subject to sanctions with respect to future PEA contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, or loss of financial assistance, depending on the nature of the violation.

33. Chapter 17-1800 of the Philadelphia Code: Philadelphia Re-Entry Employment Program for Returning Citizens.

Contractor agrees to identify potential job opportunities that may be available for "Returning Citizens," as that term is defined in Code Section 19-2604(9), based on the matrix of job titles and work categories developed by the Personnel Director of the City of Philadelphia under Section 20-1702(2) of the Code and to report to PEA on Contractor's employment practices and experience with respect to the hiring of Returning Citizens, including (i) a quarterly tally of Returning Citizens hired and currently working, or an explanation as to why no Returning Citizens have been hired; and (ii) an explanation as to why any Returning Citizen who applied for employment was refused employment. These reports should be included in the Contractor's regular reports, quarterly.

34. Miscellaneous

a. Representatives.

- i. Each Party shall appoint a representative who is authorized to act generally on its behalf.
- ii. Each Party shall provide notice to the other Party setting forth the name,

address, day and night telephone numbers, and e-mail addresses of its representative.

- b. **Assignment.** Contractor shall not assign, sell, subcontract, dispose of or transfer rights or delegate its duties under this Agreement, and Contractor's rights under this Agreement may not be assigned or transferred by operation of law, change of control, or merger, either in whole or in part, without PEA's prior written consent.
- c. **Counterparts.** This Agreement may be executed in any number of counterparts that, taken together, will constitute one and the same agreement.
- d. **Headings.** Headings and subtitles used in this Agreement are for the purpose of convenience only, and no heading or subtitle may be construed to modify or be used to interpret the text of any section.
- e. **Further Assurances.** The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.
- f. **Relationship of the Parties.** Retrofit Manager is an independent contractor. Nothing in this Agreement shall be interpreted to create a partnership or make Retrofit Manager a coventurer or an agent of PEA or PGCC except as specifically provided in the Scope of Work. Employees, Subcontractors or agents of Retrofit Manager shall not be deemed to be employees of PEA or PGCC for any purpose. Except as specifically set forth in the Manual, Retrofit Manager will determine the method, details, and means of performing the Services required to perform the Services.
- g. **Governing Law.** This Agreement shall be deemed to have been made in Philadelphia, Pennsylvania. This Agreement and all disputes arising under this Agreement shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws. Each Party consents to jurisdiction and venue in courts in the Commonwealth of Pennsylvania.
- h. **Severability.** If any term or provision, or portions of any term or provision, is determined to be illegal, invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.
- i. **Amendment.** PEA and Contractor may not amend this Agreement unless the amendment is first reduced to writing and signed by PEA and Contractor. Any

amendment is effective only in the specific instance and for the specific purpose identified in the amendment. Any amendment that affects the rights or obligations of PGCC under this Agreement must be approved by PGCC.

- j. **Merger.** This Agreement, including any attached exhibits, constitutes the entire and integrated agreement between PEA and Contractor with respect to the Program and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. All prior and contemporaneous agreements between PEA and Contractor on the matters contained in this Agreement are expressly merged and superseded by this Agreement. [However, this Agreement does not supersede the following existing agreements, as amended from time to time:
 - i. Program Agreement for Built to Last Program between PEA and [Contractor/BTL Team Member], dated [REDACTED].]
- k. **Benefit of this Agreement.** Nothing in this Agreement provides any benefit to any third party or entitles any third party to any claim, cause of action, remedy or right of any kind; provided that PGCC is an intended third-party beneficiary of this Agreement.
- l. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders applicable to the Contractor's obligations to be performed under this Agreement. Contractor's failure or neglect to comply with all applicable laws, ordinances, rules, or regulations shall not relieve the Contractor of these obligations or the requirements of this Agreement.
- m. **Electronic Signatures.** The Parties acknowledge and agree that notwithstanding any law or presumption to the contrary, a telefaxed, electronic signature or signature that is transmitted electronically by either Party whether upon this Agreement or any related document shall be deemed valid and binding and admissible by either Party against the other as if same were an original ink signature.

Signatures

As evidence of their intent to be legally bound, the parties have signed this agreement as of the date set forth in the first paragraph.

Philadelphia Energy Authority

By: _____

Emily Schapira
President and CEO

[Contractor]

By: _____

[Name]
[Title]

Accepted and agreed as of the effective date of this agreement:

Philadelphia Green Capital Corp

By: _____

Maryrose Myrtetus
Executive Director

Exhibits and Attachments

Exhibits

- A. Intake Services**
- B. Project Development Services**
- C. Construction Management Services**
- D. Insurance Requirements**
- E. Form of Program Participant Agreement**

Attachments

- 1. Whole-Home Repairs Program Funding Agreement between PEA, PGCC and the Philadelphia Housing Development Corporation**
- 2. [H.O.M.E. MOU?]**

Exhibit A

Intake Coordination Services

Contractor will perform Participant Intake Services as assigned by PEA. These services will include:

- A. Screening Applicants for their interest in and eligibility to participate in the Program and in the BTL Team Member services.
- B. Collecting all required enrollment information and documentation necessary for determining Program eligibility.
- C. Sharing Applicant status and documentation with PEA via the CRM.
- D. Performing all other actions and processes defined in the Manual

Pricing

Contractor will bill for these services according to the fee schedule below, and in accordance with the guidance in the Manual, with a total contract not-to-exceed amount of \$_____. Monthly invoices should include the address and milestone for each corresponding charge.

	Unit Price	
	\$	

Exhibit B
Home Inspection and Project Scope Development

Contractor will perform services for Participant home inspections and Retrofit Work identification as assigned by PEA. These services will include:

- A. Conducting a comprehensive home assessment to identify the home's repair needs as well as opportunities for energy saving upgrades.
- B. Review the program parameters and process with the Participant and engage them in discussing their top priorities for which they are seeking BTL services.
- C. Identifying a scope of Retrofit Work for each Participant home using the inspection findings, while prioritizing health and safety upgrades as well as measures that will reduce the home's energy burden. This scope will be used as the basis for work performed by both BTL Team Members and the assigned PGCC Contractor.
- D. Performing all other processes and procedures described in the Manual

Pricing

Contractor will bill for these services according to the fee schedule below, and in accordance with the guidance in the Manual, with a total contract not-to-exceed amount of \$_____.

	Unit Price	
	\$	

Exhibit C
Retrofit and Construction Management Services

Contractor will perform Construction Management Services for Participant Projects as assigned by PEA. These services will include:

- A. Assigning, managing, and overseeing the PGCC Contractor performing work on the Participant's PGCC Work.
- B. Completing each Participant's final detailed Project Scope;
- C. Working with the PGCC Contractor as needed to price all equipment, materials, and services included in each Project Scope.
- D. Serving as the primary point of contact for Participant throughout the course of their project and ensuring prompt and clear communication at all times.
- E. Collecting and managing all necessary Participant's Project documentation, including a fully executed Program Participant Agreement, the Project Scope, change orders, payment applications, final close-out documentation, and warranties. Ensuring that all Participant documents are signed.
- F. Collecting and managing all necessary PGCC Contractor documentation, including insurance, permits, and licenses.
- G. Serving as PGCC's representative to review and confirm the quality of work completed by each PGCC Contractor; providing timely inspections and invoicing paperwork that is supportive of the process outlined in the General Contractor Services Agreements between PGCC and each PGCC Contractor.
- H. Designating a qualified staff member to serve as the point of contact for PEA and PGCC and to serve as the Contractor's representative in regularly scheduled Project review meetings with BTL Team Members.
- I. Tracking key data, documentation and Project status updates about each Participant in PEA's CRM; updating the CRM with any documentation and status changes in accordance with data sharing expectations described in the Manual.
- J. Coordinating with PEA's qualified language interpretation service to permit communication with persons of limited English proficiency. PEA will pay for the costs of such services as needed.
- K. Targeting completion of work for at least 80% of assigned Project Scopes within 20 weeks of assignment of the PGCC Work and tracking deviations from this goal in order to drive further Program improvements.
- L. Performing all other Construction Management processes and procedure described in the Manual.

Pricing

Contractor will bill for these services according to the fee schedule below, and in accordance with the guidance in the Manual, with a total contract not-to-exceed amount of \$_____. Contractor will use the Payment Application form in the Manual or will propose an alternative format to be approved by PEA.

	Unit Price	
	\$	

Exhibit D

Required Insurance

Contractor must maintain a commonly available commercial general liability policy of insurance through a company or companies rated A- or above by A. M. Best providing coverages for workers' compensation, comprehensive automobile insurance and commercial general liability. The Contractor shall procure and maintain in full force and effect, the types and minimum limits of insurance specified herein. In no event shall Services be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the PEA in the event coverage is cancelled or non-renewed; however, ten (10) days written notice will be provided if the insurance is cancelled due to non-payment of the premium. Contractor shall provide notice to the PEA within thirty (30) days in the event that there is a material change in the coverage. Also, PEA and PGCC, their officers, employees, and agents shall be named as additional insureds on Contractor's Commercial General Liability and Automobile Liability policies in connection with this Agreement. In addition, an endorsement is required stating that the coverage afforded the PEA, PGCC and their officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them.

Coverage Requirements:

1. Workers' Compensation and Employers' Liability.
2. Workers' Compensation Statutory Limits.
3. Employers' Liability: \$500,000 Each Accident – Bodily Injury by Accident; \$500,000 Each Employee- Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.
4. General Liability Insurance:
 - Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. PEA may require higher limits of liability if, in PEA's sole discretion, the potential risk warrants.
 - Coverage: premises operations; personal injury and property damage liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

- Accident Death & Dismemberment (AD&D).
 - Limit of Liability: \$250,000 aggregate.
5. Automobile Liability Insurance:
 - Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - Coverage: Owned, non-owned, and hired vehicles.
 6. Changes to Insurance Requirements. From time to time, and in any event not more frequently than once per year, the PEA may reasonably adjust the amounts, types and deductibles of the insurance coverage required.
 7. Additional Insureds. Contractor shall require that all of its subcontractors and consultants obtain and maintain, at their respective cost and expense, the appropriate types and amounts of insurance covering the work and their performance of services.
 8. Certificates of Insurance. Certificates of insurance evidencing the required coverages must specifically reference this Agreement and shall be submitted to the PEA at least ten (10) days before initiation of any work and promptly, upon binding of the renewal, after each insurance renewal date. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver benefits the PEA, but under no circumstances shall Contractor actually commence services or begin work (or continue work, in the case of insurance renewal) without providing the required evidence of insurance. Contractor shall furnish certified copies of the original policies required hereunder at any time within ten (10) days after written request by the PEA.
 9. No Limitation Liability. The insurance requirements set forth herein shall in no way be intended to limit, modify or reduce Contractor's indemnification obligations or limit Contractor's liability to the limits of the policies of insurance required hereunder.

Exhibit D

Form of Participant Program Agreement

Attachment 1

**Whole-Home Repairs Program Funding Agreement between PEA, PGCC, and the
Philadelphia Housing Development Corporation**

Attachment 2

Housing Opportunities Made Easy Plan Memorandum of Understanding between the City, PEA, and the Philadelphia Housing Development Corporation