



Smart Energy Loan Program – Auditor & Contractor Required Documents

Auditors and Contractors wishing to participate in the City of Plano's Smart Energy Loan Program must review, complete and submit the required documents below to be considered.

- Participation Agreement
- Project Eligibility Criteria
- General Contractual Insurance Requirements
- Indemnification



Smart Energy Loan Program Auditor/Contractor Participation Agreement

The City of Plano's Smart Energy Loan (SEL) Program provides loans in partnership with BTH Bank to homeowners for energy-efficiency improvements made to their existing homes that improve the home's Home Energy Rating System (HERS) rating. The City of Plano will provide an approved list of auditors\contractors for homeowners to select from to perform their pre-improvement and post-improvement energy audits, as well as the actual improvements.

Auditors\Contractors wishing to participate in the Program shall meet the minimum requirements below and agree to the process as delineated in the attached Resident Agreement (Exhibit A).

The following minimum requirements must be met in order for vendors, contractors or consultants to be eligible for placement on the SEL Program list.

1. Auditors must be RESNET certified.
2. Contractors will need to be registered on www.sam.gov. The purpose for registration is to ensure that your company is not prohibited from federal contracting, as the program is federally funded and contractors are paid with federal funds. You must obtain a cage number. Obtaining a cage number is a two-step process:
 - a. First, you must create an account number. Once an account number has created, the number is utilized to register your entity.
 - b. After registering your entity, a cage number will be e-mailed to you approximately one week from the date of registration.
 - c. The cage number will need to be emailed to smartenergyloans@plano.gov in order to confirm your registration.
3. All Auditors and Contractors must abide by all applicable regulations, rulings, statutes and building codes currently adopted by the City and meet or exceed the following requirements:
 - a. Must maintain program standards:
 - Minimum levels of insurance coverage
 - Financial strength and capability
 - Technical and managerial capabilities
 - Evidence of appropriate licenses, certifications and necessary permits
 - b. Must notify the City of any and all changes to the established insurance coverage, qualifications and licenses or certifications.

4. If auditor or contractor is not able to perform all of the work themselves, they may use sub-contractors. Primary Contractor **must** oversee all sub-contractor work, verify all of the completed work and pay the sub-contractor directly. All SEL based funds will be assigned to the sole primary contractor and borrower exclusively.
5. Auditors and/or Contractors shall contract directly with the homeowner for any work performed related to the Program.
6. Contractor shall comply with all City of Plano required permits, solid waste, recycling, and special waste disposal regulations. The primary contractor must complete the attached City of Plano waste disposal form for each SEL project (Exhibit B) and submit with 30 days of work completion.
7. **Auditors and/or Contractors may be removed from the program for failure to abide by program guidelines, provide necessary documentation or if auditor/contractor develops reported performance or customer service complaints.**

Auditor and/or Contractor shall release, defend, indemnify and hold the City of Plano and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages, losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Auditor and/or Contractor or caused by the negligent act or omission or intentional wrongful act or omission of Auditor and/or Contractor, its officers, agents, employees, subcontractors, licensees, or any other third parties for whom Auditor and/or Contractor is legally responsible for the services related to or may arise out of or be occasioned by Auditor and/or Contractor's breach of any of the terms or provisions of the Smart Energy Loan Program.

The approved auditor and contractor list is merely an informational resource for homeowners. The City of Plano does not endorse any of the vendors, contractors or consultants on the list and does not discriminate in assembling the information therein. Furthermore, the list is provided as a public service to the Program participants and no rights are hereby created for auditors and contractors to demand placement on the list. Furthermore, no contractual relationship is created at any time between the City of Plano and any auditor or contractor participating in the Program. All work relationships related to the Program are strictly between the homeowner and the contractor. The City of Plano reserves the right to remove any vendor, contractor or consultant from the list at its sole discretion.

Company Name

Auditor/Contractor Name

Auditor/Contractor Signature

Date

Company Mailing Address

Contact Phone Number

City of Plano Use Only: Verified by: _____	Verified Date: _____
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Exhibit A

CITY OF PLANO SMART ENERGY LOAN PROGRAM Resident Agreement

I, _____ (Homeowner's Name), hereinafter referred to as "Participant," have been selected to participate in the City of Plano's Smart Energy Loan Program, hereinafter referred to as "Program" and hereby agree to the following with respect to my participation in the program.

A. Scope of the Program

Participant agrees and understands that the Program provides loans to homeowners for energy-efficiency improvements made to their existing home that improves the home's "Home Energy Rating System (HERS)" rating. The steps to complete the program are as follows:

1. Participant must complete an online application through the City.
2. Once eligibility requirements are met, Participant will receive a Homeowner Eligibility Letter and can then apply for a pre-approval loan through BTH Bank, hereinafter referred to as "Lender".
3. Lender will notify Participant and City of pre-approved status.
4. Participant coordinates pre-improvement General Energy Audit with a RESNET certified auditor, reviews results, and decides on scope of work.
5. Participant obtains contractor estimates, makes selection, and provides City with required documents.
6. City provides Project Eligibility Letter to Participant and Lender
7. Participant completes loan approval requirements
8. Upon approval notification by Lender, Participant completes project scope, coordinates post-improvement RESNET General Energy Audit and provides City with all required documents.
9. City issues Quality Assurance Certificate to Recipient and Lender.
10. Participant closes loan and Lender issues funding to contractor and Participant.
11. Participant begins loan repayment 30 days after closing.

Costs that qualify for the loans may include materials and contracted labor as approved by the City of Plano, hereinafter referred to as "City". Participant understands and agrees that the City must approve the energy-efficiency improvements prior to their installation to qualify for the Program.

B. Loan Program

The Participant agrees to pay the auditor/contractor for any costs incurred for improvements outside of the loan and not authorized in writing by the City. The Participant also understands that the Program is a loan and fully repayable to Lender.

C. Conditions of Participating in the Program

Participant agrees to adhere to the following process to qualify for the Program after meeting all eligibility requirements set forth in Exhibit C as listed on the City of Plano's website or at smartenergyloans.com.

1. Select an approved auditor to perform the energy audit.

- a. The City will provide Participant with an approved list of auditors certified to participate in the Program.
- b. Participant must use an auditor from the approved list.
- c. Participant must use the same auditor to verify completion of ALL work on the project (pre-improvement audit, energy efficiency improvements, and post-improvement audit) unless otherwise authorized by the City in writing.
- d. Participant is responsible for comparing pricing for services as auditor's rates may vary.
- e. The City does not warrant any of the products or services installed or promote the use of one auditor over another.

THE CITY OF PLANO SHALL HAVE NO LIABILITY FOR THE AUDITOR AND/OR CONTRACTOR'S WORK OR NEGLIGENCE. PARTICIPANT AGREES TO HOLD HARMLESS, INDEMNIFY, AND RELEASE THE CITY AGAINST ANY CLAIMS, FINES, DAMAGES, PENALTIES, LAWSUITS OR JUDGMENTS ARISING OUT OF THE SMART ENERGY LOAN PROGRAM AND AUDITORS AND/OR CONTRACTOR'S RECOMMENDATIONS OR WORK.

2. Schedule a pre-improvement home energy audit within 30 days of approved eligibility.

- a. The auditor will perform a pre-improvement home energy audit and issue an Improvement Analysis Report including the home's HERS rating for your property.
- b. Before any work is performed or purchases are made for improvements, pre-improvement audit must be completed and approved by the City.
- c. Participant understands that auditors are not City employees but are private businesses and have taken specific training and obtained certification to perform home energy audits.
- d. If the Participant is not satisfied with the auditor selected, they must select a new auditor **before** any work is performed including the pre-improvement energy audit. Participant is required to use the same auditor that performed the pre-improvement energy audit to coordinate the final post-improvement audit.

3. Obtain the pre-improvement home energy audit, Improvement Analysis Report and a quote for recommended improvements from the auditor.

- a. Once Participant schedules an appointment with the auditor, the auditor will perform a pre-improvement home energy audit at Participant's home.
- b. Participant agrees to be responsible for determining auditor's pricing and payment requirements.
- c. The first audit establishes the home baseline rating through a "snapshot" of the home's existing energy efficiency.
- d. An average audit is estimated to take between two and four hours to complete.
- e. The auditor will come to your home and perform tasks such as measuring doors and windows, checking insulation levels assessment heating and water

heating systems and locating drafts inside your home. The pre-improvement audit report will cover recommended improvements.

- f. The Participant is responsible for preparing their house for inspection before the auditor arrives by cleaning the fireplace of ashes, providing clear access of the attic and crawlspace and making sure the auditor can easily access doors and windows.
- g. The auditor will give the Participant two copies of their pre-improvement audit Improvement Analysis Report and many provide a quote regarding improvements that need to be made to make the Participant's property more energy efficient.
- h. Participant may select a different *contractor* to estimate and perform the actual improvements if desired.

4. Submit required paperwork within 30 days of receipt to the City for written authorization to proceed.

- a. The Participant shall send a copy of the pre-improvement Improvement Analysis Report and quote of all selected improvements to the City.
- b. The City will notify the Participant and auditor or contractor if the recommended improvements and the quote are approved or denied within **14 business days** of receiving the Improvement Analysis Report and estimate for improvements from Participant.

5. If the improvements are approved in writing by the City, Participant must begin to make the energy-efficiency improvements exactly as approved no later than 30 days after written authorization. Participants will be given three months from the written authorization date to complete the project based on approved estimate.

- a. **ONLY those improvements authorized by the City in writing will be covered by the loan program.** Eligible projects are referenced in Exhibit C as listed on the City of Plano's website or at smartenergyloans.com.
- b. If the Participant has questions regarding the improvements authorized or what qualifies for the Program, Participant should contact the City for clarification.

6. Schedule a post-improvement energy audit from the same auditor that completed the pre-improvement energy audit and improvements.

- a. Participant shall schedule the same auditor to do a post-improvement energy audit to determine the increase of their home's energy efficiency.
- b. Participant will sign auditor and/or contractor's invoice to acknowledge that work has been completed. By signing the contractor invoice(s), Participant acknowledges that work is completed and satisfactory.
- c. Participant must submit the post-improvement energy audit, the Final Condition Improvement Analysis, the Fuel Summary Report and final invoice to the City for review and approval. The City will issue a Quality Assurance Certificate to Participant and Lender.
- d. Lender will fund loan proceeds
- e. Participant will begin loan repayment after 30 days of funding

D. Termination

The Program is subject to available funding and the City reserves the right to terminate the program for any reason on 30 days' notice to Participant.

The Program is also subject to cooperation of the Participant. Failure of Participant to adhere to the conditions of this agreement will result in immediate suspension of the Participant from the Program and termination of the agreement. If Participant is suspended from the program, the Participant shall be responsible and liable to the auditor/contractor for all costs incurred for audits and/or improvements.

E. Amendments

This Program agreement or associated timelines are subject to change by the City of Plano without notice.

F. Disclaimer and Indemnification

THE CITY IS NOT A PARTY TO THE CONTRACT BETWEEN PARTICIPANT AND AUDITOR/CONTRACTOR. THE CITY AND ITS REPRESENTATIVES ARE SOLELY ENERGY EFFICIENCY PROGRAM ADMINISTRATORS AND AS SUCH ARE REQUIRED TO PROVIDE INFORMATION AND MONITOR COMPLIANCE WITH CITY AND FEDERAL POLICIES AND REGULATIONS IN THE ADMINISTRATION OF THE PROGRAM. ANY INFORMATION PROVIDED BY THE CITY TO PARTICIPANT DOES NOT CONSTITUTE LEGAL ADVICE TO PARTICIPANT AND IS FOR INFORMATIONAL PURPOSES ONLY. ANY DISPUTES, DISAGREEMENTS, FINES, CLAIMS, OR LAWSUITS ARISING OUT OF THE PROJECT BETWEEN OWNER AND AUDITOR/CONTRACTOR ARE THE SOLE RESPONSIBILITY OF THE OWNER AND OWNER EXPRESSLY AGREES TO INDEMNIFY, RELEASE, AND HOLD HARMLESS CITY FROM SAME.

PARTICIPANT AGREES THAT IT IS HIS/HER RESPONSIBILITY TO SEE THAT THE AUDITOR/CONTRACTOR COMPLETES THE WORK SPECIFIED AND THAT CITY HAS NOT RESPONSIBILITY FOR ANY FAULTY OR INCOMPLETE WORK OF THE AUDITOR/CONTRACTOR. PARTICIPANT ALSO AGREES THAT HIDDEN OR LATENT CONDITIONS ARE NOT THE RESPONSIBILITY OF THE CITY, NOR IS CITY LIABLE FOR SUCH CONDITIONS. PARTICIPANT AGREES TO RELEASE THE CITY AGAINST ANY CLAIMS, FINES, DAMAGES, PENALTIES, LAWSUITS OR JUDGEMENTS ARISING OUT OF THE SMART ENERGY LOAN PROGRAM AND AUDITORS AND/OR CONTRACTOR'S RECOMMENDATIONS OR WORK.

G. Federal Requirements

The American Recovery and Reinvestment Act of 2009, Public Law 111-5, appropriates funding for the Department of Energy (DOE) to issue/award formula-based grants to states, U.S. territories, units of local government, and Indian tribes under the Energy Efficiency and Conservation Block Grant (EECBG) Program. The City received money for the Smart Energy Loan Program from the EECBG Program. Be advised that special terms and conditions may apply to projects funded by the Act such as the following:

- a. Historic Buildings – Depending on the age, location, and historical structure of a facility receiving EECBG funds, potential EECBG projects may be screened to identify any

proposed projects that might have an “adverse effect” on a historic property. Participant shall cooperate with the City to determine if there are any historical property issues.

By signing below, I acknowledge that I have fully read this agreement and understand and agree to the terms contained herein.

DATES this _____ day of _____, YEAR.

Participant Written Name

Participant Signature

Participant’s Address

Participant’s Phone Number

Participant’s Email Address



**SMART ENERGY LOAN
Project Eligibility Criteria**

Energy Efficiency: The project design includes measures designed to meet energy efficiency standards based on the City of Plano developed standards as listed below.

*represents permit required

ENERGY EFFICIENCY MEASURES (2018 IECC VERSION)

Category	Measure	Minimum Efficiency/Certification Requirements
Air Sealing and Ventilation	Air Sealing	Air exchange rate for structure envelope shall not be less than the rate described in the 2018 IECC TABLE R405.5.2(1)
	Duct Sealing	Mastic /UL181A, B, B-FX, C, H, M r P tapes shall be used to make duct joints substantially airtight (2018 IRC, M1601.4.1). Installation requirements must comply with duct tightness verified by Post Construction Test per 2018 IECC, R403.3.2
Insulation	Attic*	R-38 minimum required in open attic areas Full height uncompressed R-30 shall be deemed in compliance at the eaves and at cathedral/vaulted ceilings (2018 IECC, TABLE R402.1.2). Attic access hatches and doors shall be weather-stripped and insulated with similar R values as adjacent surfaces (2018 IECC, R402.2.4)
	Wall*	R- 20 or 13+5 minimum for Collin & Denton County (warm, moist, humid) (2018 IECC TABLE R402.1.2).
	Floor (over unconditioned space)*	R-19 minimum (2018 IECC TABLE R402.1.2).
	Ducts*	R-8, in attics; all other ducts shall be insulated to R-6 (2018 IECC R403.3.1)
Space Heating and Cooling	High Efficiency Furnace*	Equipment sizing shall comply with ACC/ Manual S and Manual J. Electric furnace shall comply with UL1995 (2018 IRC and 2018 IECC)

	Ground Source Heat Pump*	Heat pumps shall comply with 2018 IRC M1403.1. Electric heat pumps shall comply with UL1995.
	Radiant Heating	Radiant heating shall comply with 2018 IRC, M1406 and chapters 34 through 43 (equipment).
	Central A/C*	Must meet federal minimum efficiency based on location. Table R405.5.2(1) (2018 IECC)
	Programmable Thermostats	7-daymodels (2018 IECC, R403.1.1).
Water Heating	Demand/tankless*	Must meet federal minimum efficiency based on location. Table R405.5.2(1) (2018 IECC)
	High efficiency natural gas storage*	Must meet federal minimum efficiency based on location. Table R405.5.2(1) (2018 IECC)
Lighting	Fixtures, ballasts*	Use CFL or LED throughout home
	Timers, sensors*	Outdoor flood lights on sensors.
Day Lighting	Light shelves/ solar tubes*	If new windows are installed, see windows, Doors & Skylight section below.
	Solar screens	Min. 90% heat blockage.
Windows, Doors & Skylights	Exterior windows and glass doors*	Replacements and newly created windows and doors: Windows: U- Factor of 0.35 or less, SHGC .25 or Glazed Doors: Max 45% glazing, U- factor of 0.35 or less, double glazed. (2015 IECC)
	Insulating exterior doors*	Non-glazed doors: Steel doors insulated - - U-Factor 0.60 or less Wood doors: U-Factor 0.50 or less (2015 IECC).
	Skylights*	Upgrades only, not new skylights. Skylight U-Factor as per 2018 IECC.
Reflective Roof	Metal or asphalt*	Reflective shingles. Must be Energy Star listed. Min. Class C rating.
Pool Equipment	High efficiency pool circulating pump*	Pool heaters with accessible on-off switch and timer that controls both heater and pump (2018 IECC).
	Manual or Automatic pool cover*	Cover required on heated pools (2018 IECC)
	Air source heat pump*	Shall meet 4.0 COP, AHRI 1160 (2018 IECC).
Landscaping	Focused on heating/cooling	Ex: plant deciduous trees on south side of house. Consider future shading as trees grow.

RENEWABLE ENERGY MEASURES (2018 IECC Version)		
Solar Hot Water	Rooftop*	Must be rated by the Solar Rating & Certification Corporation (For Code requirements see 2018 IMC 1402).
	Pool*	Must be rated by the Solar Rating & Certification Corporation (For Code requirements see 2018 IMC).
	Hot tub*	Solar rating & Certification Corporation: (For code requirements see 2018 IMC).
Solar / Photovoltaics	Roof or Ground Mounted System*	UL listed equipment (For installation requirements see 2014 NEC)
Small Wind Turbines	Ground mounted or roof mounted*	UL listed equipment and meet 2014 NEC.
Fireplaces	High efficiency fireplaces & fireplace inserts*	Only retrofits of existing fireplaces are eligible; not newly constructed fireplaces. Min efficiency 75% Gasket equipped doors and outdoor combustion air (2018 IECC) and UL listed equipment.

The project design does not dedicate more than 20% of the project's total budget toward any non-energy efficiency design measures that are necessary to install energy efficiency measures.

Acceptable Measures: Acceptable energy efficiency design measures are any measures identified by City's program standards, RESNET General Energy Audit or contractor during a qualifying home energy assessment and presented to the participant during a home energy advisor consultation session.

A program prerequisite for all funded SEL projects will be the completion of identified Whole-house Energy Efficiency Package and a RESNET General Energy Audit Improvement Analysis Report. The Report will identify the home's baseline rating and assist in prioritizing completing projects based on energy efficiency improvement, return on investment and existing equipment condition.

Whole-house Energy Efficiency Package consists of a minimum of sealing ducts, windows, doors and wall penetrations; HVAC tune-up; attic insulation of at least R=38; insulating/sealing recessed lights in ceilings; installation of at least 50% CFL light bulbs and insulating water heater tanks. In addition, the home will need to demonstrate a HERS Index improvement and demonstrate .36 reduction ACH (as measured by 2018 IECC, 405.5.2 (1)). Some projects can be excluded from the Whole-house Package prerequisite, through achieving a HERS Index of 125 or below (if built on or before 2000) or below 101 (if built after 2000) or if the systems are for an emergency replacement (as noted below).

Other common acceptable measures:

- Minor repairs to walls, windows and/or doors to reach minimum air leak required
- Attic ventilation to meet 2018 IRC R806.1
- Exterior wall insulation
- HVAC Energy Efficiency Verification Inspection & Correction
- Energy Monitoring/Management system (programmable thermostats)
- Solar screens and Daylighting Systems
- Replacing lighting with CFL "pin-base" fixtures
- Hot Water Heating Systems (solar, tankless or higher efficiency storage tanks)*
- HVAC Replacement* (ARI** energy efficiency rating of 14 SEER or higher and completed Manual J Calculation (ACCA***), include variable speed motors may be required
- Replacement of heat pumps* (ARI* energy efficiency rating of 14 SEER & a HSPF**** of 8.2)
- Geothermal Heating & Cooling system
- Encapsulating Roof line and/or Attic area
- Window Replacement (Energy Star rated or better)
- Replacement of household appliances (must be Energy Star and/or WaterSense labeled)
- Pool equipment (variable speed motors and solar based systems)

* Are eligible as individual items under emergency replacement conditions

** American Refrigeration Institute

*** Air Conditioning Contractors of American

**** Heating Seasonal Performance Factor

All funded SEL applications must achieve at least a 20% energy efficiency improvement (or at least a HERS rating of 85 or better) prior to funding the installation of any on-site renewable or energy generation systems.

- Solar Photovoltaic Arrays
- Small wind turbine

Acceptable Projects: Acceptable projects must be completed by contractors approved by the City, must meet all program reporting requirements and must submit to quality assurance inspection prior to job completion. City shall ensure that all participants, energy contractors, and any subcontractors hired as a result of this Agreement are in compliance with all applicable requirements of the American Recovery & Reinvestment Act. City shall ensure that the project complies with Section 106 of the National Historic Preservation Act.

Ineligible Projects:

- As determined by the City of Plano upon review of an energy audit report completed by a Certified Energy Auditor
- Structural and cosmetic repairs & products not directly related to completing the energy efficiency projects

**CITY OF PLANO
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS**

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction(Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

Professional Liability (E&O) Insurance—(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.

CITY OF PLANO SMART ENERGY LOAN PROGRAM
AUDITOR/CONTRACTOR DISCLAIMER INDEMNIFICATION

PURSUANT TO THE CITY OF PLANO SMART ENERGY LOAN PROGRAM, THE CITY OF PLANO (CITY) IS NOT A PARTY TO THE CONTRACT BETWEEN HOMEOWNER AND CONTRACTOR FOR AUDITS OR HOME IMPROVEMENTS. THE CITY AND ITS REPRESENTATIVES ARE SOLELY ENERGY EFFICIENCY ADMINISTRATORS AND AS SUCH ARE REQUIRED TO PROVIDE INFORMATION AND MONITOR COMPLIANCE WITH CITY AND FEDERAL POLICIES AND REGULATIONS IN THE ADMINISTRATION OF THE PROGRAM. ANY INFORMATION PROVIDED BY THE CITY TO THE CONTRACTOR DOES NOT CONSTITUTE LEGAL ADVICE TO THE CONTRACTOR AND IS FOR INFORMATIONAL PURPOSES ONLY.

CONTRACTOR AGREES THAT IT IS HIS/HER RESPONSIBILITY TO SEE THAT HE/SHE COMPLETES THE WORK SPECIFIED AND THAT HOMEOWNER PAYS CONTRACTOR FOR THE IMPROVEMENTS. CITY HAS NO RESPONSIBILITY FOR ANY PAYMENT FOR WORK OF THE CONTRACTOR.

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S PARTICIPATION IN THE CITY OF PLANO SMART ENERGY LOAN PROGRAM, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE

COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

By signing below, I acknowledge that I have fully read this disclaimer/indemnification agreement and understand and agree to the terms contained herein.

DATED this _____ day of _____ 2019.

<< a duly authorized representative
of insert name of contractor >>

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2019 by
_____.

Notary Public in and for the
State of Texas