

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **GROUNDWORK DENVER, INCORPORATED**, a Colorado nonprofit corporation, with an address of 3280 North Downing Street, Unit E, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 8, 2025, (the “Agreement”) to perform and complete all of the services, and produce all the deliverables set forth in Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update the scope of work.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Term of this Agreement (“Term”) shall commence on **March 1, 2025**, and expire, unless sooner terminated, on **December 31, 2026**. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

2. Sub-section **4.4.1** of the Agreement entitled “**COMPENSATION AND PAYMENT: Maximum Contract Amount**”, is hereby deleted in its entirety and replaced with:

“**4.4. Maximum Contract Amount:**

4.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$998,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1**, or as

directed by Executive Director in writing, are performed at the Contractor's risk and without authorization under the Agreement.”

3. Exhibit A is hereby deleted in its entirety and replaced with **Exhibit A-1, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

EXHIBITS

Exhibit A-1- Scope of Work

[SIGNATURE PAGES TO FOLLOW]

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Contract Control Number: HRCRS-202582032-01; HRCRS-202578467-01
Contractor Name: GROUNDWORK DENVER, INCORPORATED

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

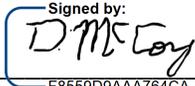
By:

By:

By:

Contract Control Number:
Contractor Name:

HRCRS-202582032-01; HRCRS-202578467-01
GROUNDWORK DENVER, INCORPORATED

By:  Signed by:
F8559D9AAA764CA...

Name: Derek McCoy
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

VENDOR – GROUNDWORK DENVER

SCOPE OF WORK

OVERVIEW

Vendor Information	
Organization Name:	Groundwork Denver, Inc.
Contact Person:	Lorenzo Sanchez
Physical Address:	3280 N. Downing, Suite E, Denver, CO 80205
Phone:	(303)455-5600
Email:	lorenzo@groundworkcolorado.org

Contract Term: March 1, 2025 – December 31, 2026

Current Request Amount: \$499,000

Previous Total Amount: \$499,000.00

New Total If Executed: \$998,000

Project/Program/Work Narrative:

Groundwork Denver (GWD) proposes providing outreach, energy audits, energy efficiency measures, and client education to low-income and harder-to-reach Denver families. The proposed project benefits the City of Denver’s climate action goals by reducing greenhouse gas emissions and increasing resource efficiency, helping low-income families achieve lower energy bills and overall housing costs, and promoting energy equity and responsible energy use throughout the community.

With this funding, GWD will provide energy audits and resources to 110 households per year of the project, with a goal to reduce their energy costs, increase resource efficiency, and foster long-term energy equity in Denver. The organization will identify clients through strategic outreach and referrals from past clients. The proposed work will be conducted in collaboration with other Denver resources and projects, filling service gaps while preventing duplication. During these audits, GWD will install low-cost energy efficiency upgrades and air sealing and educate the client about how to save energy through behavior change. Auditors will conduct combustion safety checks and install smoke/carbon monoxide detectors as needed. If GWD determines that further efforts such as weatherization, insulation, or new energy-efficient

Exhibit A-1

appliances are needed, qualified contractors will be hired, with a focused effort to seek minority-owned and women-owned businesses.

Payment/Invoicing Schedule:

Invoices should be submitted for payment no later the 15th of every month, for the prior month's billing.

Every invoice should provide adequate and detailed information about services/goods received (description of services/goods, quantity, rate, dates of services).

Invoices should be sent directly to the program/project manager overseeing the project.

Wherever and whenever possible, backup/supporting invoice documentation will be provided including but not limited to: sales invoices or receipt, query results, cash register tapes (to show totals), bank deposit slips, credit card settlement reports, payroll records, reports, spreadsheets; and/or email or memo explaining in detail the transaction.

Neighborhood(s) Served

To address disproportionate energy burdens, GWD will prioritize the Ruby Hill, Westwood, Athmar Park, Lincoln Park, Park Hill, Montbello, and Globeville and Elyria-Swansea (GES) neighborhoods in Southwest, Northeast, and West Denver for the project. Census data from 2020 shows that these target neighborhoods have the highest percentage of children under 18 (19.2% to 39% of the population) and a majority of Latinx residents. GWD's work on more than 3,000 in-home energy audits in these neighborhoods found that more than 50% had major deficiencies in energy efficiency, such as inadequate insulation in attics and/or inefficient appliances. Economic indicators in these neighborhoods, such as the percentage of children eligible for free or reduced-price lunch (between 77% and 89%), suggest that most of these households will qualify at the 300% FPL level (Colorado Department of Education, 2021.)

Council District Served (See map: <https://www.denvergov.org/maps/map/councildistricts>):

&

Check if Citywide

Whenever possible, GWD will refer and assist clients in enrolling in existing financial assistance programs such as Xcel Energy rebate programs, Energy Outreach Colorado, and the Low-income Energy Assistance Program (LEAP).

GWD will conduct an equity analysis of the project, identifying potential disparities in benefits and burdens across different communities. This will be completed in collaboration with partners. As a result of this analysis, GWD will develop strategies to mitigate any negative impacts and maximize positive outcomes for marginalized and vulnerable populations.

GWD serves a diverse community, and the entire agency treats the community with respect, equity, and intention. GWD engages the voice and experience of residents through its deeply rooted belief that the most effective solutions to community challenges are identified, planned,

Exhibit A-1

implemented, and evaluated within the impacted community. GWD’s model engages residents who have historically been excluded and meaningfully involves them in developing localized solutions by building their capacity to become leaders in areas of need. GWD compensates eight community experts who provide direct feedback on community needs and priorities.

Program Description:

With this funding, GWD will provide energy audits for 220 households, outreach to 2,000 households, and provide up to two education workshops per year of the contract. These services, along with additional partnerships and community outreach/education will help HRCF meet its goal of enhancing energy efficiency and community well-being. GWD’s specific experience with the identified neighborhoods and populations will further help HRCF meet its goal of promoting human rights and supporting inclusive, vulnerable communities.

Budget Narrative 2026:

APPENDIX J BUDGET/BUDGET NARRATIVE												
Budget Category	Agency Total (All Funding Sources)	Project Costs			County of Denver Funding		Other Federal Funding		Other Non-Federal Funding		Agency Total	
		Amount	%	A	%	Am	%	Amount	%	Amount	%	
Personnel: Name and Job Title	Total	Amount	%	A	%	Am	%	Amount	%	Amount	%	
<i>Senior Director of CHP (Community Health Programs)</i>	\$74,016	\$12,000	%		%		%		%	\$12,000.00	%	
<i>Energy Program Director - Lorenzo</i>	\$66,998.30	\$66,998.30	%		%		%		%	\$66,998.30	%	
<i>Lead Energy Auditor – Jacob</i>	\$40,092	\$40,092	%		%		%		%	\$40,092.00	%	
<i>Energy Program Manager – Dan</i>	\$40,092	\$40,092	%		%		%		%	\$40,092.00	%	
<i>Scheduler – Pat</i>	\$37,015.68	\$37,015.68	%		%		%		%	\$37,015.68	%	
<i>Finance Director – Zak Manuszak</i>	\$10,000	\$10,000	%		%		%		%	\$10,000	%	
<i>Flex Staff Hours (Temporary & Other Staff Contributions)</i>	\$35,000	\$35,000	%		%		%		%	\$35,000.00	%	
			%		%		%		%	-	%	
Total Salary:	\$303,213.98	\$241,197.98	%		%		%	-	%	\$303,213.98	%	
Fringes	\$48,466.82	\$36,063.62	%		%		%		%	\$48,466.82	%	
Personnel Total:	\$351,680.80	\$277,261.60	%		%		%	-	%	\$351,680.80	%	
Non-Personnel:	Total	Amount	%	A	%	Am	%	Amount	%	Amount	%	
<i>Office Expenses, Supplies & Equip.</i>			%		%		%		%	-	%	
<i>Communication</i>	\$1,000	\$1,000	%		%		%		%	\$1000	%	
<i>Insurance</i>	\$2,000	\$2,000	%		%		%		%	\$2,000	%	
<i>Travel – Mileage, Maintenance, Registration</i>	\$2,000	\$2,000	%		%		%		%	\$2,000	%	
<i>Travel – Client</i>			%		%		%		%	-	%	
<i>Equipment rental</i>			%		%		%		%	-	%	
<i>Facilities</i>			%		%		%		%	-	%	
<i>Educational Materials – Customers</i>			%		%		%		%	-	%	
<i>Meetings/Events -</i>			%		%		%		%	-	%	
<i>Professional Services - (Specify; i.e.,</i>			%		%		%		%	-	%	
<i>Professional Services - (Specify; i.e.,</i>			%		%		%		%	-	%	
<i>Professional Services - (Specify; i.e.,</i>			%		%		%		%	-	%	

Exhibit A-1

<i>Subcontractor (Insulation, mechanical contractors, refrigerators, and language access)</i>	\$220,382.89	\$130,382.89	%		%		%	\$90,000	%	\$220,382.89	%
<i>Subcontractor (Specify)</i>			%		%		%		%		%
<i>Other Direct Expense (Refrigerators)</i>			%		%		%		%		%
<i>Other Direct Expense (energy efficiency & air sealing supplies)</i>	\$12,000	\$12,000	%		%		%		%	\$12,000	%
<i>Other Direct Expense (auditing tools & equipment)</i>	\$2,000	\$3,000	%		%		%		%	\$3,000	%
<i>Other Direct Expense (BPI Certification)</i>	\$3,000	\$3,000	%		%		%		%	\$3,000	%
<i>Construction Costs</i>			%		%		%		%	-	%
<i>Indirect Costs (28.34%)</i>	\$85,930.84	\$68,355.51	%		%		%		%	\$68,355.51	%
Total Non-Personnel	\$326,313.73	\$153,382.89	%		%		%	\$90,000.00	%	\$326,313.73	%
Total Project Cost	\$677,994.53	\$499,000.00	%		%		%	\$90,000.00	%	\$677,994.53	%
Program Income (through funded)			%		%		%		%	-	%
Non-Project:	Total	Amount	%	A	%	Am	%	Amount	%		%
<i>Personnel Costs:</i>	\$1,042,524.73		%		%		%		%	\$1,042,524.73	%
<i>Non-Personnel Costs:</i>	\$481,982.77		%		%		%		%	\$481,982.77	%
<i>Other (Specify):</i>			%		%		%		%	-	%
Total Non-Project Cost	\$1,524,507.50	-	%		%		%	-	%	\$1,524,507.50	%
Grand Total	\$2,116,327.50	-	%		%		%	-	%	\$2,116,327.50	%

MWBE Commitment:

GWD’s Goal Commitment to MWBE participation for this Agreement is 15% as stipulated in the Division of Small Opportunity’s (“DSBO”) Commitment to MWBE Participation Form submitted by GWD.

Reporting:

- GWD shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. GWD shall be responsible for supplying and maintaining all required equipment and software.
- GWD will submit a Monthly Activities Report form to accompany each invoice.
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- GWD’s end of year report shall be submitted to Jessica Jorgensen by February 1, 2027.

Contract Requirements – Agency for Human Rights & Community Partnerships

- Organization staff may be required to meet with an Agency for Human Rights & Community Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.