

AGREEMENT

THIS 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 Corporation, with an address for notice purposes of 3280 N. Downing St., Unit E, Denver, Colorado 80205 (the “Contractor”), jointly “the Parties” and individually a “Party.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Department of Human Rights and Community Partnerships (“Executive Director”), or the Executive Director’s Designee.
2. **SERVICES TO BE PERFORMED**: As the Executive Director directs, the Contractor shall diligently undertake, 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. Additionally, the Executive Director may increase the scope of work described in Exhibit A by written notice to the Contractor which describes any additional work to be performed and corresponding budget amounts, if applicable, for such services. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM**: The Agreement will commence on January 1, 2022, and will expire, unless sooner terminated, on December 31, 2024.
4. **COMPENSATION AND PAYMENT**
 - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement, payment not to exceed the rates and amounts set forth in **Exhibit A**.
 - 4.2. **Reimbursable Expenses**: There are no, non-specified reimbursable expenses allowed under the Agreement. All of Contractor’s expenses are described in **Exhibit A**.
 - 4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City.

The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

4.4. Maximum Contract Amount

4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION AIGHTY THOUSAND DOLLARS AND NO CENTS (\$1,080,000.00)** (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**. Any services performed beyond those in **Exhibit A**, or as directed by Chief in writing, are performed at the Contractor's risk and without authorization under the Agreement.

4.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION

6.1. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon sixty (60) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

6.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the

Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

6.3. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

6.4. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

7. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all time comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with

respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE**

9.1. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

9.2. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the

City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- 9.3. Additional Insureds:** For Commercial General Liability, Auto Liability Professional Liability (if required), and Excess Liability/Umbrella (if required) the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 9.4. Waiver of Subrogation:** For all coverages required under this Agreement, with exception of Professional Liability (if required), the Contractor's insurer shall waive subrogation rights against the City.
- 9.5. Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 9.6. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 9.7. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.
- 9.8. Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 9.9. Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion

and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

10. DIVISION OF SMALL BUSINESS OPPORTUNITY REQUIREMENTS

- 10.1.** This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 (the “Goods and Services Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 13%.
- 10.2.** Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:
- 10.3.** The Contractor must maintain records and submit regular reports, as required under the ordinance and as directed by DSBO, which will allow the City to assess progress in complying with the MWBE participation goal.
- 10.4.** If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
- 10.5.** If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
- 10.6.** Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to the DSBO Director all required documentation under

§§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

- 10.7.** If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- 10.8.** Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
- 10.9.** Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

11. DEFENSE AND INDEMNIFICATION

- 11.1.** The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 11.2.** The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- 11.3.** The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be

in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

11.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

11.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

13. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

14. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

15. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

16. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement

gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

18. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

19. CONFLICT OF INTEREST

19.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

19.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the City at the addresses below:

Denver Department of Human Rights and Community Partnerships
201 West Colfax Avenue, Dept. 1102
Denver, CO 80204

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

21.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

21.2. The Contractor certifies that:

21.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

21.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

21.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

21.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

21.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days

after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

21.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

21.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

22. DISPUTES: All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

23. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

- 25. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 26. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 27. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 28. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.
- 29. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 30. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 31. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement,

in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

- 32. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- 33. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the

Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

34. CONFIDENTIAL INFORMATION

34.1. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

34.2. Use and Protection of Proprietary Data or Confidential Information

34.2.1. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

34.2.2. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in

whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

34.2.3. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

34.3. **Employees and Subcontractor**: The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

34.4. **Disclaimer**: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

34.5. **Contractor’s Confidential Information; Open Records**: If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor’s

Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it's the Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

35. DATA PROTECTION

35.1. The Contractor shall ensure that all City data, information, and records, regardless of form, in the Contractor's possession are protected and handled in accordance with the requirements of this Agreement and any exhibits or attachments, City policies, and applicable laws. If the Contractor or any of its subcontractors receives the following types of data, the Contractor or its subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all tax information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Agreement as an exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all criminal justice information (CJI); (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA); (vi) the Family Education Rights and Privacy Act (FERPA); (vii) C.R.S. § 24-73-101, *et seq.*; (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the Fair Credit Reporting Act (FCRA); and (x) the federal Health Insurance Portability and Accountability Act for all protected health information (PHI) and in accordance with the HIPAA Business Associate Terms attached to this Agreement, if applicable. The Contractor shall

immediately forward any request or demand for City information or records to the notice addresses contained herein.

35.2. If the Contractor receives personal identifying information (“PII”) under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor’s business and its operations. The Contractor shall be a “Third-Party Service Provider” as defined in C.R.S § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

36. DATA ACCESS FOR COLLECTING AND STORING CITY DATA:

36.1. Contractor shall provide permission to approved City analysts for access to Contractor’s server storing City data in relational database form. Contractor shall provide a fully developed data dictionary and relational database structure map. Every City datapoint stored in Contractor’s system shall be accessible to City analysts.

36.2. At a minimum, and upon request of the City, the Contractor shall regularly upload all new City records from all tables in tabular (rows and columns) form to a Secure File Transfer Protocol (SFTP) location accessible to the City. Contractor shall provide data on a frequent basis, minimally every twenty-four hours. Contractor shall provide data with a simple schema (ideally tab- or comma-delimited files) and instructions for populating them to a City server and database. Contractor shall provide a fully developed data dictionary and relational database structure map.

37. CITY EXECUTION OF AGREEMENT: The 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.

- 38. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
- 39. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 40. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 41. PAYMENT OF CITY MINIMUM WAGE:** Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

Exhibits

Exhibit A - Scope of Work

Exhibit B - Certificate of Insurance

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number:
Contractor Name:

HRCRS-202160501-00
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-202160501-00
GROUNDWORK DENVER, INCORPORATED

By:  _____

Name: cindy Chang
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

GROUNDWORK DENVER 2022-2024 RESIDENTIAL AND NONPROFIT ENERGY EFFICIENCY SERVICES

SCOPE OF WORK

OVERVIEW

Vendor Information	
Organization Name:	Groundwork Denver
Contact Person:	Cindy Chang, Executive Director
Physical Address:	3280 North Downing Street, Unit E, Denver, CO 80205
Phone:	(303)455-5600
Email:	cindy@groundworkcolorado.org

Contract Term: January 1, 2022 to December 31, 2024

Contract Amount: \$1,080,000

Project/Program/Work Narrative: (Two to three paragraphs of what agreement is for)

Groundwork Denver (GWD) will utilize funding from the Denver Office of Nonprofit Engagement (D-ONE) to provide outreach, energy audits, energy efficiency measures, and client education to help at least 120 low-income and harder-to-reach Denver families living in single-family housing reduce their energy bills per year of the project. Of the 120 households, 110 will receive audit services through GWD; 10 will be referred to partner programs such as Energy Resource Center. GWD will identify clients through volunteer-driven outreach and referrals from past clients. The proposed work will be conducted in collaboration with other Denver resources and projects, including partner energy efficiency, home repair, and social service organizations, filling gaps in services while preventing duplication. After identifying a potential client, GWD will first determine whether the client can be better served through a different program, such as the federally-funded low-income weatherization program or Denver Urban

Exhibit A

Renewal Authority's (DURA) single-family rehabilitation program. If GWD determines the client's need to create an efficient and healthy home will be best met through multiple programs, GWD will assist the client in completing the appropriate paperwork and connecting with the correct program manager. GWD will also develop a plan, in collaboration with D-ONE, DURA, and nonprofit partners, to help clients enroll in the Low-income Energy Assistance Program (LEAP) program whenever possible. In the coming months, GWD plans to outreach to D-ONE, DURA, and other nonprofit partners to develop this LEAP enrollment plan to ensure its ability to provide accurate and effective communication regarding LEAP eligibility and the process for enrollment. GWD will share lists and include LEAP in additional outreach communication with potential enrollees.

If the household is a good fit for GWD's D-ONE-funded program, GWD's team will conduct an energy audit, install low-cost energy efficiency upgrades and air sealing, and educate the client about how to save energy through behavior change. As part of the energy audit, GWD will also conduct combustion safety checks to ensure health hazards are not created during air sealing and install smoke and carbon monoxide detectors in homes that need them. The energy auditors will determine if additional cost-effective energy efficiency measures and weatherization are necessary, such as attic or crawlspace insulation, Energy Star refrigerators, or high efficiency furnace and water heaters (if they have non-reparable combustion safety problems). GWD will hire qualified contractors to implement these more extensive energy efficiency measures. A portion of staff time spent in home (approximately 30%, or \$107,801.70 per year of the proposed budget) is dedicated to client education and assistance efforts. The remainder of the proposed project's efforts (70%, or \$251,537.32 per year) will be used directly toward residential energy efficiency.

GWD's proposed project benefits the City of Denver by reducing greenhouse gas emissions by approximately nearly 80 tons of carbon per year, helping the City meet its climate action goals; helping low-income families meet their basic needs by reducing energy bills; helping low-income families stay in their homes by reducing overall housing costs; and making Denver more resource-efficient and sustainable. Amid COVID-19's disproportionate impacts on low-income, environmental justice communities, these services are especially vital.

Payment Schedule:

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

Exhibit A

The Contractor shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.

All annual expenses must be billed no later than January 15th of the following year.

Location of Services

Physical Address:

Neighborhood(s) Served (See map: <https://www.denvergov.org/maps/map/neighborhoods>):

GWD will target the West Colfax, Westwood, Cole, Five Points, Northeast Park Hill, Montbello, and Globeville/Elyria Swansea neighborhoods in North, Northeast, and West Denver for the project.

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

OR

Check if Citywide

Program Description: (Narrative mission, vision, history, description of what the funds aim to achieve)

GWD's mission is to bring about the sustained improvement of the physical environment and promote health and well-being through community-based partnerships and action. GWD has been implementing residential energy efficiency programs for the past 13 years, including completing nine contracts under the D-ONE Residential Energy Efficiency Program. GWD's energy programs have included extensive residential outreach; energy audits; client energy education; and the implementation of energy efficiency upgrades and weatherization services. Working in collaboration with numerous service-providers, GWD provides intensive, personalized education and assistance to ensure families served are connected to the appropriate services. GWD has helped more than 670 households apply for federally-funded low-income weatherization services and conducted over 3,000 residential audits and upgrades with "in-house" staff. Finally, GWD has brought more than 10,000 hours of volunteer labor to efforts to identify clients in need of energy efficiency services through GWD and partners.

Exhibit A

Program Outreach and Enrollment: GWD will conduct program enrollment through targeted outreach, outreach through constituency organizations (e.g., schools, churches, and community-based organizations), and referrals from former clients. GWD's goal is to outreach to at least 2,000 households per year through these strategies and, as a result, enroll at least 120 households per year.

GWD will use clients' self-disclosure of income to determine if they qualify for energy audits, education, and minor upgrades. GWD requires that clients disclose the number of individuals in the household and attest to whether the household income is above or below 80% of AMI, prioritizing households earning 50% AMI or less. Households in need of major upgrades will be required to complete an application that lists household members over 18 years of age and their incomes and to provide income documentation. Acceptable documentation includes check stubs indicating year-to-date income or three months of check stubs; annual award letters for Social Security or LEAP; and/or letters from employers when payment is made by cash or personal check. GWD spends approximately 15% of in-home time assisting clients in enrolling in eligible services as described below.

Audits and Low-cost Upgrades: GWD will visit homes to inspect major energy uses and insulation levels, install low-cost upgrades, conduct blower-door directed air sealing, and provide education and assistance in applying to other programs. GWD's goal is to conduct 110 of these visits per year.

- Energy Audit – The energy audit will include inspecting and documenting the following: insulation levels (attic, crawlspace, walls); water heater, heating, and cooling systems; lighting and appliance efficiency; and the air leakage rate using a blower door. Since air sealing will be conducted, energy audits will also include a combustion appliance (e.g., gas furnace, water heater, and/or oven) safety inspection. The audit will be used to determine which upgrades, with a 5- to 10-year payback, should be completed.
- Low-Cost Energy Efficiency Upgrades – Depending on the unique needs of each individual home, the auditors will potentially install LED efficient bulbs, a programmable thermostat, low-flow shower heads, faucet aerators, pipe insulation, weather-stripping, duct sealant, and caulk. Auditors will adjust water heater temperatures and clean refrigerator coils as needed. GWD will conduct blower-door-directed air sealing once combustion appliances have been determined to be running safely and will also install carbon monoxide and smoke detectors as needed to meet code requirements.

Referrals to Other Programs: Based on the health and safety assessment and energy audit, GWD will determine whether services from partner programs are necessary. If structural, electrical, or other hazards are identified in owner-occupied homes, the family will be referred to DURA for emergency repairs or housing rehabilitation. If the household qualifies for

Exhibit A

federally-funded low-income weatherization, GWD will help the family enroll in that program before expending D-ONE energy efficiency funds. As mentioned previously, GWD will develop a plan to support more families in enrolling in the LEAP energy assistance program. GWD expects to refer about 10 homeowners per year to other programs for rehabilitation or weatherization.

Major Energy Upgrades: For individuals who do not qualify for the federal weatherization program but who have major energy efficiency deficiencies, GWD will use D-ONE funds to complete cost-effective upgrades. The audit will determine the major upgrades to be pursued based on an energy payback time of 10 years or less. Based on GWD's experience in recent years, it expects to encounter a significant number of homes with malfunctioning, unsafe furnaces and water heaters, so furnace and water heater tune-ups will be conducted. If a tune-up will not fix the safety problem, GWD will install higher-efficiency water heaters (EF 0.63 or above) and furnaces (AFUE 90% or above). Based on recent years' experience, GWD expects to implement major energy upgrades in 52 of the 110 homes audited per year.

If insulation or other major upgrades are required, GWD staff will write up the description of work that will be completed by subcontractors or by GWD staff. GWD will focus on replacing refrigerators using over 1,000 kilowatt hours per year and insulating attics and crawlspace walls. GWD will implement the measures with a cost-effectiveness of 10 years or less. Subcontractors selected and vetted through the 2022 Request for Qualification (RFQ) process will be utilized to complete major upgrades in 2022. The requirements of this contract will be updated in the 2022 contracts with these subcontractors. As part of its commitment to help D-ONE meet the MWBE goals set forth in the RFP, GWD will expand the pool of subcontractors to include and prioritize MWBE-certified firms. GWD will work with subcontractors to update the standard attic insulation fees on a per square footage basis while also taking local industry standards into consideration. Once prices are established, projects will be assigned on a rotating basis to the qualified subcontractors or conducted by GWD staff. This service will be provided until the funding pool of \$64,400 (plus \$50,000 in leveraged funds) per year for this purpose is expended.

Program Services: **(Program specifics (be detailed here. Include target population, location and demographic service area, detailed schedule)**

GWD will target the West Colfax, Westwood, Cole, Five Points, Northeast Park Hill, Montbello, and GES neighborhoods in North, Northeast, and West Denver for the project. Census data from 2020 shows that these target neighborhoods have the highest percentage of children under the age of 18 (19.2% to 39% of the population) and majority Latinx residents. GWD's work on more than 3,000 in-home energy audits in the target income range and neighborhoods

Exhibit A

found that more than 50% had major deficiencies in energy efficiency, such as inadequate insulation in attics, crawlspaces, and/or walls, and inefficient refrigerators and/or furnaces. Economic indicators in these neighborhoods, such as 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.)

GWD is committed to ensuring that residents who are refugees, immigrants, and undocumented have access to energy efficiency services. Barriers to participation include communication barriers between property owners and renters due to language, a lack of trust in government programs, “informal” income (e.g., childcare, day labor, cash payments) that is difficult to document, and lack of proof of residency. To meet the needs of residents who are refugees, immigrants, and undocumented in majority Spanish-speaking neighborhoods, GWD will continue providing outreach and services in Spanish and English and building trust within immigrant and refugee communities by leveraging its partnerships with immigrant- and refugee-serving organizations, such as Focus Points Family Center, Clinica Tepeyac, and Sisters of Color United for Education. In addition, GWD found that a gap exists in serving renters in general. Barriers include lack of awareness about available resources and difficulty communicating with property owners. GWD has also found that rental units are often the most energy inefficient. To eliminate these barriers, GWD will provide direct and culturally-competent outreach to immigrant and refugee communities.

Further, gentrification is a significant issue in the prioritized communities. A report released by the GES Coalition Organizing for Health and Housing Justice suggests that one promising way to mitigate displacement in GES and other low-income neighborhoods is to develop home rehabilitation, weatherization, and energy efficiency programs, prioritizing owner-occupied homes in high-risk gentrification neighborhoods (2017). As property taxes and rents increase, in addition to providing energy efficiency upgrades to increase home affordability, GWD will partner with other service providers, including those serving residents who are immigrants, refugees, and undocumented, to provide clients with information about other housing resources to prevent displacement, including the senior property tax reduction, LEAP, and housing counseling.

The timeline per year of the funded grant is as follows:

	Jan-Feb	Mar-Apr	May-Jun	Jul-Aug	Sep-Oct	Nov-Dec
Contracting	—————					
Conduct Outreach	—————	—————	—————	—————		

Exhibit A

Audits, upgrades, education						
Referrals to other partners						
Major energy upgrades						
Evaluation						

Program Goals/Outcomes: (Please detail your evaluation plan)

Goals of the project include:

1. Outreach to at least 2,000 households per year
2. Enroll at least 120 households per year
3. Provide energy audits, energy efficiency measures, and client education to 110 households per year
4. Reduce greenhouse gas emissions by approximately 80 tons of carbon per year
5. Refer 10 households per year to weatherization or other rehabilitation programs, resulting in up to \$50,000 per year in leveraged funds
6. Roll at least \$89,950 per year back into the program through rebate applications to Xcel Energy and/or Energy Outreach Colorado
7. Utilize at least 180 hours per year of volunteer labor, valued at \$11,416 per year (Independent Sector, 2021).

For each home, GWD will track square footage, major audit findings (wall, attic, and foundation insulation levels, heating system efficiency, cooling system type, refrigerator energy use, and natural air changes), upgrade installations (energy efficient LEDs, low-flow shower heads, programmable thermostat, pipe insulation, etc.), leveraged costs, and other details as outlined by D-ONE. GWD will provide information to D-ONE in the requested template format to be uploaded and will use “deemed savings” to calculate the savings achieved from energy upgrades as provided in the RFP. GWD will collect consent forms and provide evidence to D-ONE upon request.

GWD will also collect examples of non-energy benefits through the project, including workforce development access through its Apprentice program, access to multiple services through GWD or partner agencies (job training, no-cost tree planting and rain barrel installation, sprinkler audits, low-flow toilets and other water conservation measures, home repair services, etc.), energy education and behavior change, and health/wellness checks. GWD estimates that non-energy benefits will value \$6,763.77 per year.

Behavior change will be assessed by conducting pre- and post-surveys with participating clients. Of clients, 100% will be surveyed at the start of the audit to learn about their baseline in-home

Exhibit A

energy use behaviors. After educating clients, GWD will ask them to sign a pledge to make three energy-saving behavior changes. Within four to six weeks, GWD will mail clients a reminder of their commitment. After three months, GWD will call 20% of clients to evaluate whether they followed through with the pledge and to solicit feedback on the energy program's impact on their comfort and finances. GWD staff dedicates approximately 15% of in-home time to energy education.

Acknowledging the opportunities presented based on the reach of the proposed program, GWD would consider participating in a study overlaying GWD's past audits, Denver's current housing stock, and neighborhoods with highest opportunity for impact. Acknowledging GWD's current organizational capacity, this study would require additional resources and personnel to conduct.

Budget/Budget Narrative:

Program Budget/Budget Narrative: (Please use the table below or copy and paste your budget into this section.)

Budget Category	Agency Total (All Funding Sources)	Project Costs	Other Non-Federal Funding	Agency Total
Personnel: Name and Job Title	Total	Amount	Amount	Amount
<i>Vacant, Program Director</i>	\$175,050.00	\$175,050.00		\$175,050.00
<i>Vanessa Bernal, Energy Auditor</i>	\$69,414.00	\$69,414.00		\$69,414.00
<i>Lorenzo Sanchez, Energy Auditor</i>	\$72,414.00	\$72,414.00		\$72,414.00
<i>Patricia Barron, Outreach and Enrollment Coordinator</i>	\$95,910.01	\$95,910.01		\$95,910.01
<i>Toni Schmid, Financial Manager</i>	\$34,544.07	\$34,544.07		\$34,544.07
<i>Kelly Shinn, Associate Director</i>	\$33,750.00	\$33,750.00		\$33,750.00
<i>Energy Apprentices</i>	\$24,000.00	\$24,000.00		\$24,000.00
Total Salary:	\$505,082.08	\$505,082.08	\$ -	\$505,082.08
Fringes	\$92,593.71	\$92,593.71		\$92,593.71
Personnel Total:	\$597,675.79	\$597,675.79	\$ -	\$597,675.79
Non-Personnel:	Total	Amount	Amount	Amount
<i>Communication</i>	\$1,980.00	\$1,980.00		\$1,980.00
<i>Travel – Mileage, Maintenance, Insurance, Registration</i>	\$13,326.00	\$13,326.00		\$13,326.00
<i>Subcontractor (Insulation and mechanical contractors)</i>	\$386,380.00	\$322,380.00	\$64,000.00	\$386,380.00

Exhibit A

<i>Other Direct Expense (energy efficiency and air sealing supplies)</i>	\$48,345.00	\$48,345.00		\$48,345.00
<i>Other Direct Expense (refrigerators)</i>	\$11,925.00	\$2,475.00	\$9,450.00	\$11,925.00
<i>Other Direct Expense (auditing tools and equipment)</i>	\$16,500.00	\$16,500.00		\$16,500.00
<i>Other Direct Expense (BPI Certification)</i>	\$6,300.00	\$6,300.00		\$6,300.00
<i>Indirect Costs</i>	\$71,018.21	\$71,018.21		\$71,018.21
Total Non-Personnel	\$555,774.21	\$482,324.21	\$73,450.00	\$555,774.21
Total Project Cost	\$1,153,450.00	\$1,080,000.00	\$73,450.00	\$1,153,450.00

Budget Narrative

Personnel:

Name/Position Cost Computation

Kelly Shinn, Associate Director. \$75,000 x 15% on grant = \$11,250 per year; \$33,750.00 total. *Supervises Director of Energy Programs, oversees financial and personnel management of the grant.*

Vacant, Director of Energy Programs. \$58,350 x 100% on grant = \$58,350 per year; \$175,050.00 total. *Manages work descriptions, bidding, and construction management. Coordinates technical side of energy auditing and implementation of minor measures.*

Vanessa Bernal, Energy Auditor. \$23,138 x 100% on grant = \$23,138.00 at 24 hours/week per year; \$69,414.00 total. *Conducts energy audits and implements minor measures and air sealing in homes.*

Lorenzo Sanchez, Energy Auditor. \$24,138 x 100% on grant = \$24,138 at 24 hours/week per year; \$72,414.00 total. *Conducts energy audits and implements minor measures and air sealing in homes.*

Patricia Barron, Outreach and Enrollment Coordinator. \$31,970 x 100% on grant = \$31,970 at 24 hours/week per year; \$95,910.01 total. *Conducts outreach to English- and Spanish-speaking clients and sets appointments. Follows up with those with interest in the project to: assist with filling out the county weatherization application if applicable or schedule appointment for GWD audit. After audit, assists in referral process to other programs for further health, safety, and energy improvements.*

Toni Schmid, Financial Manager. \$76,765 x 15% time spent on project= \$11,514.69 per year; \$34,544.07 total. *Completes monthly invoicing, pays expenses, and provides oversight of project budget and contracts.*

Exhibit A

Energy Apprentices. \$2,000 per Apprentice x 4 Apprentices = \$8,000 per year; \$24,000 total.
Stipend positions to complete 6-8-week apprenticeship with Energy Program.

TOTAL PERSONNEL COST: \$ 505,082.08

Fringe Benefits:

Name/Position Computation Cost

Associate Director

Employers FICA	\$11,250.00	x	7.65%	of salary	\$860.63
Health Insurance	\$11,250.00	x	9.61%	of salary	\$1,081.13
Workers' Compensation	\$11,250.00	x	0.20%	of salary	\$22.50
Unemployment Compensation	\$11,250.00	x	0.25%	of salary	\$28.56
	Total per year				\$1,992.81
	TOTAL				\$5,978.43

Program Director

Employers FICA	\$58,350.00	x	7.65%	of salary	\$4,463.78
Health Insurance	\$58,350.00	x	11.96%	of salary	\$6,978.66
Workers' Compensation	\$58,350.00	x	3.05%	of salary	\$1,779.68
Unemployment Compensation	\$58,350.00	x	0.33%	of salary	\$190.40
	Total per year				\$13,412.51
	TOTAL				\$40,237.53

Energy Auditor - Vanessa Bernal

Employers FICA	\$23,138.00	x	7.65%	of salary	\$1,770.06
Health Insurance	NA				
Workers' Compensation	\$23,138.00	x	3.05%	of salary	\$705.71
Unemployment Compensation	\$23,138.00	x	0.82%	of salary	\$190.40
	Total per year				\$2,666.17
	TOTAL				\$7,998.50

Energy Auditor - Lorenzo Sanchez

Employers FICA	\$24,138.00	x	7.65%	of salary	\$1,846.56
Health Insurance	\$24,138.00	x	20.40%	of salary	\$4,924.15
Workers' Compensation	\$24,138.00	x	3.05%	of salary	\$736.21
Unemployment Compensation	\$24,138.00	x	0.79%	of salary	\$190.40
	Total per year				\$7,697.32
	TOTAL				\$23,091.95

Outreach and Enrollment Coordinator

Employers FICA	\$31,970.00	x	7.65%	of salary	\$2,445.71
Health Insurance	NA				
Workers' Compensation	\$31,970.00	x	1.06%	of salary	\$338.88

Exhibit A

Unemployment Compensation	\$31,970.00	x	0.60%	of salary	\$190.40
Total per year					\$2,974.99
TOTAL					\$8,924.96

Finance Manager

Employers FICA	\$11,514.69	x	7.65%	of salary	\$880.87
Health Insurance	\$11,514.69	x	9.46%	of salary	\$1,089.29
Workers' Compensation	\$11,514.69	x	1.06%	of salary	\$122.06
Unemployment Compensation	\$11,514.69	x	0.25%	of salary	\$28.56
Total per year					\$2,120.78
TOTAL					\$6,362.34

TOTAL FRINGE BENEFITS **\$92,593.71**

TOTAL FRINGE BENEFITS: \$ 92,593.71

Communication:

Item	Computation	Cost
Mobile hotspot	\$55/month x 36 months	\$1,980.00

To use technology for energy education and data collection during energy audits.

TOTAL COMMUNICATION COSTS: \$ 1,980.00

Travel Staff:

Annual costs of van maintenance for travel to and from client homes.

Description	Cost
Insurance	\$6,000
Registration	\$465
Fuel	\$2,466
Repairs and Maintenance	\$4,395

TOTAL TRAVEL STAFF COSTS: \$ 13,326.00

Subcontractors: Subcontractors will be used to install insulation. Subcontractors selected and vetted through the 2022 Request for Qualification process will be utilized to complete major upgrades in 2022. GWD will work with the subcontractors to update the standard attic insulation fees on a per square footage basis while also taking into consideration local industry standards. Once prices are established, projects will be assigned on a rotating basis to the qualified subcontractors.

Exhibit A

Budget is based average costs from 2021 and an estimation of labor and materials cost increases. Based on past workload, GWD assumes 156 houses will receive an average of \$2,200 in insulation service (**\$343,200**); 96 homes will receive combustion safety repairs/tune-up (average cost \$300) or combustion appliance replacement (\$2,050 average for furnace replacement, \$4,500 average for water heater replacement) (**\$152,700**).

GWD also set aside a pool of funds to address minor health and safety repairs that would impede our ability to complete the weatherization measures. For example, there may be wire junctions in the attic that need to be covered and enclosed prior to insulation being completed. Based on prior experience, GWD set aside \$400 per home for 14% of the homes, for a total of **\$18,480**. The actual number of homes served will depend on the average costs of the measures installed. Measures with a payback period of 10 years or less will be installed.

GWD will leverage **\$192,000** in Xcel rebate funds towards the above costs.

TOTAL SUBCONTRACTOR COSTS: \$332,380.00

Other Direct Expenses:

Description	Computation	Xcel Rebate	Cost
Minor Upgrade and Air Sealing Supplies	\$146.50 per home x 330 homes		\$48,345
Energy Efficient Refrigerators	\$685 per unit x 45 units	\$630 per unit	\$2,475
Auditing Tools and Equipment	\$5,500 per year (various tools)		\$16,500
BPI Certification	\$2,100 per person		\$6,300

- Minor upgrade supplies include LEDs, shower heads, faucet aerators, programmable thermostats, pipe insulation, and carbon monoxide and smoke detectors.
- Air sealing supplies includes weather stripping, caulk, foam, and mastic.
- Refrigerators will be purchased to replace existing inefficient refrigerators if a payback of 10 years or less can be demonstrated. Refrigerator will be 18-22 ft³, Energy Star, top freezer model.
- GWD will repair or replace tools as needed including blower door, carbon monoxide testing equipment, and other small tools and equipment.

TOTAL OTHER DIRECT COSTS: \$ 73,620.00

Indirect Costs: GWD's indirect cost rate with the federal government for 2021 at 14.35% x direct salaries. GWD will provide the 2022 approved rate when it is received.

TOTAL INDIRECT COSTS: \$ 71,018.21

Total Amount Requested from D-ONE: \$1,080,000.00

Data Collection and Reporting

Vendor agrees to use Xcel Energy calculator provided in D-ONE's request for proposals (RFP Name: 2022-2024 Residential and Nonprofit Energy Efficiency Services, RFP Number: HRCP2021-RFP01)

Exhibit A

Quarterly reports will be required. The Denver Office of Nonprofit Engagement (D-ONE) will provide a standard reporting template. The quarterly report should include the following at minimum:

- Number of Audits;
- Number of households or units served;
- Number of households or units served at or below 60% SMI and/or 80% of AMI or less (please identify which);
- Dollars/funds Leveraged;
- Estimated kWh saved using Xcel Energy Calculator;
- Estimated Therms saved using Xcel Energy Calculator;
- Annual energy dollar savings using Xcel Energy Calculator;
- Dollars savings for nonenergy benefits using Xcel Energy Calculator (Cost/(energy savings+ energy saving*50%));
- Number of households/buildings receiving education;
- Percentage of annual goals completed (see tables in Goals section above);
- Other relevant data points/formula at vendor discretion;
- Demographic data (age, race, ethnicity, gender, marital status, income, living with a disability, education level, and employment);
- Annual program reports and final program report shall be submitted to D-ONE within 45 days after the end of the Contract, and;
- Nonenergy benefits

An annual report will be required no later than February 15th of the following year. This reporting template will be provided by D-ONE.

A 3-year report will be required no later than February 15th, 2024.

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.
- Organization shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.
- Organization shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.
- The City and County of Denver has specified a 13% MWBE Participation goal on this project. The organizations is committed to meeting 20% MWBE Participation on the contract.
- All modifications to the services and/or budget that exceeds 5% in change or more to

Exhibit A

any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.

POLICY NUMBER: 2018-17873
 Named Insured: Groundwork Denver Incorporated

COMMERCIAL GENERAL LIABILITY
 CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.