

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **GROUNDWORK DENVER INC.**, a Colorado non-profit organization, with its principal place of business located at 3280 N. Downing Street, Unit E, Denver, CO 80205 (the “Contractor”), jointly “the parties” and individually a “party.”

The City and Contractor entered into an Agreement dated March 6, 2019 to provide services outlined in the scope of work (the “Agreement”). The Parties now wish to extend the term of the Agreement for an additional one-year term and make certain other modifications to the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to Exhibit A in the existing Agreement shall be amended to read Exhibits A and A-1, as applicable. Exhibit A-1 is attached.
2. Effective upon execution, all references to Exhibit B in the existing Agreement shall be amended to read Exhibits B and B-1, as applicable. Exhibit B-1 is attached.
3. Paragraph 3 of the Agreement, entitled “**TERM**” is amended by deleting and replacing it with the following:

“**3. TERM**: The Agreement will commence on **January 1, 2019** and will expire on **December 31, 2020** (the “Term”). Subject to the Executive 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 Executive Director.”

4. Paragraph 4(d)(i) of the Agreement, entitled “**Maximum Contract Amount**” is amended by deleting and replacing it with the following:

“**d. Maximum Contract Amount:**

- (i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX HUNDRED AND THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$630,000.00)** (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement is not 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.

**End.**

**Signature pages and Exhibits follow this page.**

**Exhibit List**

**Exhibit A-1**

**Exhibit B-1**

**Contract Control Number:** HRCRS-201952075-01 / ALF 201946989-01  
**Contractor Name:** GROUNDWORK DENVER INC

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-201952075-01 / ALF 201946989-01  
GROUNDWORK DENVER INC

By:  \_\_\_\_\_

Name: Cindy Chang  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

SCOPE OF WORK  
GROUNDWORK DENVER  
RESIDENTIAL ENERGY EFFICIENCY SERVICES 2020

1.0 Scope

1.1 Services: GROUNDWORK DENVER (the Contractor) shall provide energy efficiency services, weatherization upgrades, and resident education for residential units in the City and County Denver. Specific services include:

1.1.1 Outreach:

1.1.1.1 GWD will conduct outreach and program enrollment through targeted door-to-door outreach, combined with outreach through constituency organizations (e.g. schools, churches, community-based organizations), referrals from the CARE weatherization program, and referrals from former clients. GWD's goal is to enroll at least 10 households in the project through these mechanisms. GWD will achieve this goal by conducting outreach to approximately 1,600 households.

1.1.2 Program Screening and Enrollment:

1.1.2.1 Our goal is to enroll at least 150 households in the project. 10 will be referred to the low-income weatherization program and 140 will be served by GWD. GWD staff will contact interested households within two weeks of initial contact to determine the best program fit to meet their needs. We will determine whether they qualify for the low-income weatherization program and/or if general housing rehabilitation will better suit their needs. If so, we will assist them in completing partner applications. If our program best meets their needs and makes best use of the DOSP funding source, we will schedule an appointment for an energy audit.

GWD will allow self-disclosure of income for families to receive the audit, education and minor upgrade measures. We require people to identify the number of people in the household and to attest to whether the household income is above or below the income limit of 300% Federal Poverty Level (fpl). Households that need major upgrades will be required to complete an application that lists household members over 18 years of age and their incomes. Income documentation to prove the family earns less than 300% fpl will be required. This can include: 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.

### 1.1.3 Energy Audit:

1.1.3.1 GWD will visit the home to inspect major energy uses and insulation levels, install low-cost upgrades, conduct blower-door directed air sealing and provide education.

*Energy Audit* – The Energy Audit will include inspecting and documenting: 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, the energy audit will also include a combustion appliance (e.g. gas furnace, water heater, and/or oven) safety inspection. The Audit will be used to determine what upgrades, with a 5- to 10-year payback, should be completed. Our goal is to conduct 140 audits.

### 1.1.4 Referrals:

1.1.4.1 If a program participant is in need of additional services related to energy efficiency or health and safety work not provided by the Contractor and the Contractor is aware of other organizations in the community who provide those services, the Contractor will make an effort to refer participants to those other organizations.

### 1.1.5 Minor Upgrades:

1.1.5.1 Depending on the unique needs of each individual home, the auditors will potentially install LED bulbs, a programmable thermostat, low-flow shower heads, faucet aerators, pipe insulation, weather-stripping, duct sealant, and caulk. Additionally, auditors will adjust water heater temperature, install furnace filters, and clean refrigerator coils as needed. GWD will conduct blower-door-directed air sealing once combustion appliances have been determined to be operating safely and will also install CO and smoke detectors as needed to meet code requirements.

1.1.5.2 The audit will determine the major upgrades to be pursued based on a priority of payback of 10 years or less. If insulation or other major upgrades are required, GWD staff will write up the description of work that will be completed by subcontractors, by GWD staff or by a subsidiary of GWD. GWD will focus on insulating attics and crawlspace walls. GWD will attempt to replace refrigerators using over 1,000 kilowatt hours per year. In some cases, as part of the CARE weatherization program, storm window installation will be an option. GWD will implement the measures with a cost-effectiveness of 10 years or less.

Subcontractors selected and vetted through the 2019 Request for Qualification process will be utilized to complete major upgrades in 2020. The requirements of this contract will be updated in the 2020 contracts with these subcontractors. We 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, as well as a baseline for crawlspace insulation bids. Once prices are established, projects will be assigned on a rotating basis to the qualified subcontractors, conducted by GWD staff, or conducted by a subsidiary of GWD. This service will be provided until the funding pool of \$115,571 (plus \$46,797 in leveraged funds) for this purpose is expended.

1.1.6 Education:

Families will be educated about the benefits of energy conservation and the steps necessary to achieve these benefits. Specific educational topics include: suggested thermostat settings; cold-water laundering and line drying; use, handling and recycling of CFLs and LEDs; shutting off electronics at power strips; turning off lights and electronics when not in use; maximizing life of appliances (i.e. cleaning refrigerator coils, changing furnace filter regularly, etc.) and use of a dishwasher instead of hand washing.

1.1.7 Quality Assurance:

1.1.7.1 Subcontractor oversight is provided at the end of major upgrades. GWD staff inspects the work and ask the owner for permission to pay the contractor. Subcontractors are required to provide a one-year warranty for their work and property owners are provided a copy of the signed contract with the contractor and a copy of the paid receipt for warranty follow up if needed.

When applicable a permit is pulled prior to work being done.

1.1.8 Follow Up:

While conducting the Energy Audit, GWD staff members will complete a pre-audit survey with the resident of the home. The pre-audit survey covers questions relating to current energy usage. Topics of note include energy savings behaviors practiced, minor or major energy efficiency improvements completed in the home prior to the audit, and current energy efficiency knowledge base. After educating the residents, we will then ask them to sign a pledge to make three energy-saving behavior changes. We will then mail them a reminder of their commitment within 4-6 weeks. After three months, we will call at least 20% of the participants to evaluate whether they have followed through on the pledge and to get feedback on the impact of the energy program on their comfort and finances.

## 1.2 Projected measurable outcomes include:

| Activity                                | Contract Goal  |
|---|--|
| Total Households Served                 | 150  |
| Total Households Served: Outreach       | 1,600  |
| Total Households Served: Education      | 140  |
| Total Households Served: Audits         | 140  |
| Total Households Served: Minor Upgrades | 140  |
| Total Households Served: Major Upgrades | 80   |
| *Total Energy Savings: KWh/yr           | 25,314 (Xcel calculator)<br><b>OR</b><br>62,046 (DEH calculator)     |
| *Total Energy Savings: Therms/yr        | 24,757 (Xcel calculator)<br><b>OR</b><br>27,431 (DEH calculator)     |
| *Total Annual Household Dollar Savings  | \$26,795 (Xcel calculator)<br><b>OR</b><br>\$33,225 (DEH Calculator) |
| Total Funds Leveraged                   | \$52,197   |

\*Please note we have used two separate deemed savings calculators to project savings for work completed in 2020. In an effort to find common ground with other participating organizations, we projected savings using the Department of Environmental Health (DEH) deemed savings calculator (used by GWD last year) and the Xcel Single Family Deemed Savings calculator (used by Energy Outreach Colorado). **We will defer to the DOSP Board on which calculator proves the most effective for reporting purposes.**



## 2.0 Programmatic and Performance Requirements

### 2.1 Data Collection and Reporting

- 2.1.1 Contractor shall provide information relating to energy efficiency outreach, audits, and upgrades using a standard approved Excel spreadsheet into the Denver Salesforce Customer Management System (CMS) database, or other database designated by DOSP, on a quarterly basis to include client's household address, square footage, year built, heating fuel type, water heating fuel type, type of upgrade information, and quantity and Xcel Energy utility waiver to disclose actual energy use.
- 2.1.2 The contractor will submit a complete standard approved spreadsheet and all PUC customer data release forms to the Denver Office of Strategic Partnerships and/or the designated recipient on a bi-annual basis (2 data uploads per year) on July 20<sup>th</sup> and January 20<sup>th</sup> of 2020 for the first and second half of the year.
- 2.1.3 The Contractor shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. The Contractor shall be responsible for supplying and maintaining all required equipment and software.
- 2.1.4 The Contractor will submit a Monthly Activities Report form to accompany each invoice. The Contractor will also submit a full report detailing progress toward project outcomes on a quarterly basis to DOSP.
- 2.1.5 The Contractor's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

## 3.0 Administrative Requirements

### 3.1 Compensation and Methods of Payment

- 3.1.1 The method of payment to the Contractor by DOSP shall be in accordance with City and County of Denver Fiscal Rule 8.3, *Procedures for Accounts Payable*. The Contractor must submit expenses and accruals to DOSP on or before the 20<sup>th</sup> day of each month for the previous month's activities.
- 3.1.2 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.

- 3.1.3 All changes to the budget must be approved by the Project Manager. No budget adjustments will be approved between 0 and 30 days of the contract end date.
- 3.1.4 The Contractor 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.
- 3.1.5 The Contractor shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

## 3.2 Communication

- 3.2.1 Contractors using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by the Denver Office of Strategic Partnerships (DOSP) shall acknowledge DOSP as a source of funding and include the following statement in all relevant communication material: "The funding source for this activity is the Denver Office of Strategic Partnerships."

## 3.3 Close-Out

- 3.3.1 DOSP reserves the right to automatically closeout the contract after sixty (60) days if there are no disallowed costs pending. Once the contract closeout is complete, no further reimbursements will be allowed.

**Budget Narrative  
Groundwork Denver  
Residential Energy Efficiency Program 2020**

**Personnel:**

**Name/Position Cost Computation**

Kelly Shinn, Associate Director \$62,830 x 10% on grant = \$6,6,283. *Supervises Director of Energy Programs, oversees financial and personnel management of the grant.*

Elysa Goldman, Director of Energy Programs. \$61,182 x 75% on grant = \$45,887. *Manages work descriptions, bidding and construction management. Coordinates technical side of energy auditing and implementation of minor measures.*

Mitch Ruter, Energy Auditor. Approximately 25 hours per week spent on project = \$29,400. *Conducts energy audits and implements minor measures and air sealing in homes.*

Sadot Castaneda, Energy Auditor. \$45,000 x 75% on grant=\$33,750. *Conducts energy audits and implements minor measures and air sealing in homes.*

Patricia Barron, Scheduler and Referral Coordinator. Approximately 17 hours per week on project = \$21,000. *Follows up/schedules with residents who have shown interest in the project to: assist with filling out the county weatherization application if applicable or schedule appointment for GWD audit. Post audit, assists in referral process to other programs for further health, safety and energy improvements.*

Toni Schmid, Financial Manager. \$63,860 x 10% time spent on project= \$6,386. *Completes monthly invoicing, pays expenses, and provides oversight of project budget and contracts.*

**TOTAL PERSONNEL COST: \$142,706**

**Fringe Benefits:**

|  | <b>Annual Salary or Expense</b> | <b>Base for DOSP Grant per Budget</b> | <b>Rate (Set by State or Fed; or % of total salary)</b> | <b>Total for Grant Year</b> |
|--|---------------------------------|---------------------------------------|---|-----------------------------|
|--|---------------------------------|---------------------------------------|---|-----------------------------|

**Kelly Shinn, Associate Director**

|                                     |          |         |        |          |
|-------------------------------------|----------|---------|--------|----------|
| Employers FICA                      | \$62,830 | \$6,386 | 0.0765 | \$488.53 |
| Health/Dental/Vision/Life Insurance | \$6,010  | \$6,010 | 0.1000 | \$601.00 |
| Workers' Compensation               |          | \$6,386 | 0.0024 | \$15.33  |
| Unemployment Insurance              |          | \$6,386 | 0.0135 | \$86.21  |

**Elysa Goldman, Energy Program Director**

|                                     |          |             |        |            |
|-------------------------------------|----------|-------------|--------|------------|
| Employers FICA                      | \$61,182 | \$45,886.50 | 0.0765 | \$3,510.32 |
| Health/Dental/Vision/Life Insurance | \$6,010  | \$6,010     | 0.75   | \$4,507.50 |
| Workers' Compensation               |          | \$45,886.50 | 0.0024 | \$100.08   |
| Unemployment Insurance              |          | \$13,600    | 0.0135 | \$183.60   |

**Mitch Ruter, Energy Auditor**

|                                     |          |          |          |            |
|-------------------------------------|----------|----------|----------|------------|
| Employers FICA                      | \$42,000 | \$29,400 | 0.0765   | \$2,249.10 |
| Health/Dental/Vision/Life Insurance | \$3,606  | \$3,606  | 0.70     | \$2,524.20 |
| Workers' Compensation               |          | \$29,400 | 0.025373 | \$745.97   |
| Unemployment Insurance              |          | \$13,600 | 0.0135   | \$183.60   |

**Sadot Castaneda, Energy Auditor**

|                                     |          |          |          |            |
|-------------------------------------|----------|----------|----------|------------|
| Employers FICA                      | \$45,000 | \$33,750 | 0.0765   | \$2,581.88 |
| Health/Dental/Vision/Life Insurance | \$5,000  | \$5,000  | 0.75     | \$3,750    |
| Workers' Compensation               |          | \$33,750 | 0.025373 | \$856.34   |
| Unemployment Insurance              |          | \$13,600 | 0.0135   | \$183.60   |

**Patricia Barron, Scheduler and Referral Coordinator**

|                                     |          |          |          |            |
|-------------------------------------|----------|----------|----------|------------|
| Employers FICA                      | \$30,000 | \$21,000 | 0.0765   | \$1,606.50 |
| Health/Dental/Vision/Life Insurance | \$0      | \$0      | .000     | \$0.00     |
| Workers' Compensation               |          | \$21,000 | 0.001142 | \$23.98    |
| Unemployment Insurance              |          | \$13,600 | 0.0135   | \$183.60   |

**Toni Schmid, Financial Manager**

|                                     |          |         |          |          |
|-------------------------------------|----------|---------|----------|----------|
| Employers FICA                      | \$63,860 | \$6,386 | 0.0765   | \$488.53 |
| Health/Dental/Vision/Life Insurance | \$6,010  | \$6,010 | 0.10     | \$601    |
| Workers' Compensation               |          | \$6,386 | 0.001142 | \$7.29   |
| Unemployment Insurance              |          | \$6,386 | 0.0135   | \$86.21  |

**TOTAL FRINGE BENEFITS: \$25,574**

**Subcontractor:**

Subcontractors or staff working with GWD or a subsidiary of GWD will be used to install insulation and complete HVAC work. Subcontractors selected and vetted through the 2020 Request for Qualification process will be utilized to complete major upgrades in 2020. We 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, as well as a baseline for crawlspace insulation bids. Once prices are established, projects will be assigned on a rotating basis to the qualified subcontractors, conducted by GWD staff, or conducted by a subsidiary of GWD.

Budget is based on average costs from 2019 and an estimation of labor and materials cost increases. Based on past workload, we estimate 48 houses will receive an average of \$1,770 in insulation services (**\$84,960**); 40 homes will receive combustion safety repairs/tune-up (average cost \$515); or combustion appliance replacement (\$3,254 average for furnace replacement, \$1,675 average for water heater replacement) (**\$72,988**). We 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, we set aside \$442 per home for 10 homes, for a total of **\$4,420**. 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.

**Total Subcontractor Costs: \$162,368 minus \$46,797 in rebate money = \$115,571**

**Other Direct Expenses:**

| <u>Description</u>                     | <u>Computation Cost</u>   | <u>Cost</u> |
|--|---------------------------|-------------|
| Minor Upgrade and Air Sealing Supplies | \$50 per home x 140 homes | \$ 7,000    |
| Energy Efficient Refrigerators         | \$700 per unit x 12 units | \$ 8,400    |

**TOTAL OTHER DIRECT COSTS: \$ 15,400 minus \$5,400 in rebate money = \$10,000**

- Minor upgrade supplies include LEDs, shower heads, faucet aerators, programmable thermostats, pipe insulation, CO & smoke detectors, furnace filters, and storm window materials
- Air sealing supplies includes weather stripping, caulk, foam, Reflectex, backer rod, 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 ft<sup>3</sup>, Energy Star, top freezer model.
- We will repair or replace tools as needed including blower door, CO testing equipment, and other small tools and equipment.

**Indirect Costs:** GWD's indirect cost rate with the federal government for 2020 at 14.82% x direct salaries. **Total Indirect \$21,149**

**Match Amount \$0.00**

**Total Amount Requested from DOSP: \$315,000**