

REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AND 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, INCORPORATED**, 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 the Contractor entered into an Agreement dated **March 6, 2019**, and an Amendatory Agreement dated **March 2, 2020**, to provide services (the “Agreement”). The Agreement expired by its terms on **December 31, 2020**, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to **Exhibits A** and **A-1** in the existing Agreement shall be amended to read **Exhibits A, A-1, and A-2**, as applicable. **Exhibit A-2** is attached and will control from and after the date of execution.

2. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: The term of the Agreement (“Term”) shall commence on **January 1, 2019**, to **December 31, 2021**. Subject to the Executive Director’s prior written authorization, Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Section 4.D.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended by deleting and replacing it with the following:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$945,000.00)** (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 performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

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

5. This Revival and 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-2

Contract Control Number:
Contractor Name:

HRCRS-202158753-02 / ALF-201946989-02
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

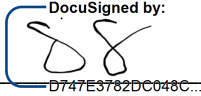
By:

By:

By:

Contract Control Number:
Contractor Name:

HRCRS-202158753-02 / ALF-201946989-02
GROUNDWORK DENVER, INCORPORATED

By:  _____

Name: cindy Chang
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2

GROUNDWORK DENVER RESIDENTIAL ENERGY EFFICIENCY SERVICES 2021

SCOPE OF WORK

OVERVIEW

Vendor Information	
Organization Name:	Groundwork Denver
Contact Person:	Sadot Castañeda
Physical Address:	3280 N. Downing St. Unit E, Denver, CO 80205
Phone:	303-455-5600
Email:	sadot@groundworkcolorado.org

Contract Term: January 1, 2019– December 31, 2021

Contract Amount: \$ 315,000 for 2021

Contract Total: \$945,000

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

Our goal is to enroll at least 380 households (155 in 2019, 108 in 2020, 117 in 2021) in the project. 30 (15 in 2019, 8 in 2020, 7 in 2021) will be referred to the low-income weatherization program and 350 (140 in 2019, 100 in 2020, 110 in 2021) will be served by GWD. (Original numbers for 2020 have since been adjusted due to the impacts of COVID-19 on the program. 2021 projections are conservatively estimated for known and potential COVID-19 delays.) 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

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their needs and makes best use of the DOSP funding source, we will schedule an appointment for an energy audit.

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. 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 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 previous year's Request for Qualification process will be utilized to complete major upgrades. The requirements of this contract will be updated annually in the 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 \$272,652 (\$110,000 in 2019, \$68,652 in 2020, and \$94,000 in 2021) is expended. Leveraged funds of \$187,850 (\$81,556 in 2019, \$49,755 in 2020, and \$52,539 in 2021) will also be utilized.

Payment Schedule:

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 20th day of each month for the previous month's activities. 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. Budget modifications that exceeds 5% in change or more to any line item must be preapproved in writing by the Project Manager. No budget adjustments will be approved between 0 and 30 days of the contract end date. 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. The Contractor shall submit the final

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invoice for reimbursement within forty-five (45) days after the end of the contract. All 2021 expenses must be billed no later than January 20, 2022.

Location of Services

Physical Address: 3280 N Downing St. Unit E, Denver, CO 80205

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

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)

To improve and support the health and efficiency of homes in the Denver community together with residents of all economic statuses, races, and ethnic backgrounds by building bridges between residents, businesses, non-profit organizations and the local government to accomplish financial savings and positive environmental change for all.

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

Groundwork Denver shall provide energy efficiency services, weatherization upgrades, and resident education for residential units in the city and county of Denver.

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 350 audits through the term of the contract.

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

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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.

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.

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

Activity	2019 Goal	2020 Goal**	2021 Goal	Contract Goal
Total Households Served	155	108	117	380
Total Households Served: Outreach	3,200	1,600	1,600	6,400
Total Households Served: Education	140	100	110	350
Total Households Served: Audits	140	100	110	350
Total Households Served: Minor Upgrades	140	100	110	350
Total Households Served: Major Upgrades	80	67	65	212
*Total Energy Savings: KWh/yr		17,834 (Xcel calculator)	15,284 (Xcel calculator)	33,118 (Xcel calculator for 2020-2021)
	71,164 (DDPHE calculator)	22,171 (DDPHE calculator)	39,379 (DDPHE Calculator)	132,714 (DDPHE calculator)
*Total Energy Savings: Therms/yr		10,521 (Xcel calculator)	17,924 (Xcel calculator)	28,445 (Xcel calculator for 2020-2021)
	23,289 (DDPHE calculator)	11,754 (DDPHE calculator)	20,034 (DDPHE calculator)	55,077 (DDPHE calculator)

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Activity	2019 Goal	2020 Goal**	2021 Goal	Contract Goal
*Total Annual Household Dollar Savings		\$11,355 (Xcel calculator)	\$19,099 (Xcel calculator)	\$30,454 (Xcel calculator for 2020-2021)
	\$34,875 (DDPHE calculator)	\$8,825 (DDPHE calculator)	\$23,649 (DDPHE calculator)	\$67,349 (DDPHE calculator)
***Total Non-Energy Benefits		\$5,677	\$9,550	\$15,227
Total Funds Leveraged	\$85,556	\$49,755	\$52,539	\$187,850

*We have provided two separate deemed savings calculators to project savings for work completed in 2020 and 2021: 1) Denver Department of Public Health and Environment (DDPHE) deemed savings calculator and 2) Xcel Single Family Deemed Savings calculator, understanding the Xcel calculator will be used for official reporting to D-ONE in 2021. In 2019, only DDPHE calculations are provided.

** 2020 numbers have been adjusted from the 2020 scope to reflect impacts of the COVID-19 pandemic.

*** Non-energy benefits for 2020-2021 are calculated at 50% of deemed energy saved based on the Xcel calculator. Because Xcel calculator was not used in 2019, non-energy benefits are not provided for that year.

GWD will track the following:

- # of Audits:
- # households or units served:
- Dollars/ Funds Leveraged:
- Estimated kWh saved using the Xcel Calculator
- Estimated Therms saved using the Xcel calculator
- Annual energy dollar savings using the Xcel calculator
- Dollars savings for nonenergy benefits using the Xcel calculator
- Number of households/buildings receiving education

Key Activities and Deliverables:

Goal/Objective	Activities	Timeline of completion	Deliverables (<i>Please quantify your deliverables</i>)
Enroll Program Participants	Outreach to community residents	December 31, 2021	Reach 6,400 residents Enroll 380 residents

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	Determine eligibility of residents for program enrollment		Refer 30 residents
Complete Energy Audits	Inspect and document energy efficiency measurements in homes Determine upgrades to be completed	December 31, 2021	Complete 350 energy audits Enroll 30 homes in the low income weatherization program
Complete Low-Cost Energy Efficiency Upgrades	Provide low-cost energy efficiency and health and safety upgrades to homes	December 31, 2021	Complete 350 low-cost energy efficiency upgrades
Complete Major Energy Upgrades	Provide major energy and health and safety upgrades to homes	December 31, 2021	Complete 212 major energy upgrades
Educate Residents on Energy-Efficiency Behavior Changes	Provide energy education topics for behavior changes	December 31, 2021	Provide 350 residents with education
Complete Evaluation	Track data on audit findings Complete deemed savings calculators Track behavior change pledge forms	December 31, 2021	Track data on 350 energy audits

Budget/Budget Narrative:

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

	2019	2020	2021	Total
<u>Staff Salaries & Fringe</u> - Portion of salaries to plan, manage, execute, and evaluate program. Fringe – 20% of direct salaries for insurance and taxes.	\$186,858	\$161,758	\$172,667	\$521,283
<u>Subcontractors</u> – Contracted services to install insulation and other upgrades.	\$110,000	\$68,652	\$94,000	\$272,652

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<u>Supplies/Materials</u> – Auditing supplies, tools, and materials. Costs of hotspot for on-site data collection. Costs of transportation, including maintenance and fuel.	\$10,000	\$64,265	\$27,685	\$101,950
<u>Indirect Expenses</u> – Federally approved indirect rate on direct salaries. For 2021, indirect rate is 14.35%.	\$8,142	\$20,325	\$20,648	\$49,115
<u>Total:</u>	\$315,000	\$315,000	\$315,000	\$945,000

Contract Requirements – General (Depends on your program requirements, please list expectations.)

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.

Contract Requirements – Trainings (Depends on your program requirements, please list expectations.)

N/A

Contract Requirements – Data Tracking/Reports (Format, occurrence, deadlines, etc.)

Groundwork Denver shall provide information relating to energy efficiency outreach, audits, and upgrades using a standard approved Excel, or other database designated by DOSP, on a monthly 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. Groundwork Denver 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 20th, 2021, and January 20th of 2022 for the first and second half of the year. Groundwork Denver shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. Groundwork Denver shall be responsible for supplying and maintaining all required equipment and software. Groundwork Denver will submit a Monthly Activities Report form to accompany each invoice. Groundwork Denver's final annual program narrative report shall be submitted to DOSP within 45 days after the end of the Contract.

GWD will submit quarterly reports with the following information:

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- # of Audits:
- # households or units served:
- Dollars/ Funds Leveraged:
- Estimated kWh saved using the Xcel Calculator
- Estimated Therms saved using the Xcel calculator
- Annual energy dollar savings using the Xcel calculator
- Dollars savings for nonenergy benefits using the Xcel calculator
- Number of households/buildings receiving education

Contract Requirements – Agency for Human Rights & Community Partnerships

- Organization staff may be required to meet with an Agency for Human Rights & Community Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.
- Occasionally, the Denver Office of Nonprofit Engagement may request cooperation with topical evaluation projects. Contractors are expected to provide data and information to support these evaluation projects which are intended to improve the quality of services or to meet data requirements used for accountability.