

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **GRID ALTERNATIVES COLORADO, INC.**, a Delaware corporation, whose address is 4845 Oakland Street, Denver, Colorado 80239 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated December 1, 2021, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to increase the maximum contract amount, update paragraph 19-No Employment of Workers without Authorization, amend Exhibit A-scope of work, and amend Exhibit B-rate table.

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

1. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED EIGHTY-EIGHT THOUSAND EIGHTY-ONE DOLLARS AND NO CENTS (\$588,081.00)** (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant’s risk and without authorization under the Agreement.”

2. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATON TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“**19. [RESCINDED.]**”

3. All references in the original Agreement to **Exhibit A, Scope of Work** now refer to **Exhibit A**, and **Exhibit A-1**. **Exhibit A-1** is attached and incorporated by reference herein.

4. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1, Rate Table**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

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

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

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Contract Control Number: CASR-202366794-01_202161073-01
Contractor Name: GRID ALTERNATIVES COLORADO, 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:

CASR-202366794-01_202161073-01
GRID ALTERNATIVES COLORADO, INC.

By: DocuSigned by:
Margaret Kral
219AA5D1DD1A4FA..._____

Name: Margaret Kral
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1
Scope of Work
GRID Alternatives Colorado (GRID Colorado)

Summary

[GRID Colorado's](#) SolarCorps Fellowship Program (SolarCorps) is a 12-month, paid training pathway, which aims to connect Denver job seekers from underserved communities with career opportunities in the rapidly growing renewable energy industry. Through the 12-month program, SolarCorps Fellows gain valuable and comprehensive experience on actual solar installations and within their formal training programs to launch renewable energy careers, while making significant contributions to GRID Colorado and the communities they serve. While the SolarCorps program is currently in place, CASR funding will expand the development and execution of SolarCorps work-based learning programs and provide compensation to a total of 9 SolarCorps Fellows over the course of three years.

Task 1: Work-based Learning

GRID will deliver 3 SolarCorps cohorts over the three-year program period to Denver residents currently participating in the 12-month Fellowship. CASR funding will support in-depth SolarCorps training and experience for three income-qualified Denver residents per cohort. SolarCorps provides experience on real-world solar installation projects with training, coaching, and supervision from skilled professionals at no cost to them.

Experiences will include:

- Safety Training
 - First Aid & CPR
 - GRID Safety Training
 - OSHA 10 or 30
 - Personal Protection Equipment
 - Fall Protection
 - Ladders/Power Tools
 - Site Management
- Training that is industry-relevant and recognized in the electrical and construction trades.
 - Installation Flow, Wiring, Conduit Size, Component Selection, Mounting & Racking, Modules, Commissioning
- Training that is specific to solar installations, including system design, permitting, installation of solar panel systems, approval, and utility interconnection.
- Exposure to diverse building sites, various roof configurations, electrical systems, customized solar system designs, operations, and maintenance.
- Non-installation skills
 - Securing a building permit
 - Customer engagement with solar clients.
 - Computer skills, Google Suite, Salesforce, SiteCapture
 - Project Management
 - Warehouse/procurement

Deliverable:

- 3 individuals enrolled in the GRID Colorado SolarCorps program/year

- Program completion percentage goal: 92-97%, with slight fluctuations each year to year.
- Employment goal: 88% employed within 3 months of finishing term

Task 2: Stipends for Clean Energy and Construction Training

GRID Colorado's SolarCorps program is an "earn while you learn" program. SolarCorps Fellows participate in the program, receiving all related training, personal equipment, and mentoring at no cost to them. SolarCorps Fellows are paid a stipend and receive comprehensive benefits for the entire time that they are with the SolarCorps program. CASR funds will be going to the direct benefit of the Denver residents participating in the SolarCorps Fellowships.

GRID will, with the support of CASR funding, deliver a full compensation package to SolarCorps Fellows as follows:

- Wage/stipend: \$19.41 plus \$6.30 fringe benefits in Year 1; \$20.38 hourly stipend plus \$6.72/hr fringe in Year 2; \$21.40 hourly stipend plus \$7.06/hr fringe in Year 3
- Direct benefits for each SolarCorps fellow at a value of \$6.08 per hour:
 - Health care
 - Dental
 - Vision
 - Mental health
 - Paid Time Off
 - Professional development funds

Deliverable:

- Each year of the program, 3 income-qualified Denver SolarCorps Fellows receive 12 months of a living-wage, learn while-you-earn job, plus a full slate of benefits.
- Total value of the compensation package over the fellowship term to be \$42,394 in budget year one, \$56,367 year 2, \$59,196 year 3. Details listed in the amended or each participant.

Task 3: Tracking and Reporting

GRID Colorado agrees to the following deliverables related to outcomes and reporting of assigned tasks.

- Quarterly reporting to CASR on designated metrics associated with the above tasks.
- Backup documentation will be available upon request

Budget Allotment

- Funding applies Denver Metro residents, with priority on Denver's NEST neighborhoods.
- Budget will be disbursed as invoices arrive based on the template above for administrative, training, and ongoing costs which is subject to the City's standard payment terms of net-30.
- Any increase in the hourly stipend rate needed to meet market conditions will not subsequently increase the overall amount of funds allocated to the SolarCorps program by the City of Denver.

Exhibit B-1

TABLE 1: RATE TABLE								
LABOR CATEGORY	HOURS DEDICATED	HOURLY RATE	NOTES	YEAR 1	YEAR 2	YEAR 3	TOTAL	Requested Ammendment, Notes
SALARY								
Workforce Manager	150	\$46.18	Providing overall program management	\$2,309	\$2,424	\$2,545	\$7,278	Adjusted to account for 5% COLA in Year 2 & 3.
Trainer 1	1140	\$37.5 in Year 1; \$39.38 in Year 2; \$41.34 in Year 3	Providing training direction and implementation	\$3,750	\$20,475	\$21,501	\$45,726	Adjusted to provide 520 training hours/year in years 2-3 (10 hrs/wk) and to account for 5% COLA.
Trainer 2	1540	\$30 in Year 1; \$39.38 in Year 2; \$41.34 in Year 4	Leading specific training activities and working closely with each Solar Corps Fellow	\$15,000	\$20,475	\$21,501	\$56,976	Adjusted to 520hrs/year in years 2 & 3 and to account for 5% COLA. In original budget, Trainer 2 was budgeted for \$30/hour, with GRID paying the additional \$7.50/hour. Adjusted revised budget to pay entire hourly wage of Trainer 2.
Workforce Coordinator	150	\$26.83 in Year 1; \$28.17 in Year 2; \$29.58 in Year 3	Providing admin/HR support	\$1,342	\$1,409	\$1,479	\$4,230	Adjusted to account for 5% COLA in Year 2 & 3.
Solar Corps 1	1920	\$22.08	Engaged in Year 1; Total hourly rate \$22.08 including fringe	\$42,394			\$42,394	
Solar Corps 2	1920	\$22.08	Engaged in Year 1; Total hourly rate \$22.08 including fringe	\$42,394			\$42,394	
Solar Corps 3	1920	\$22.08	Engaged in Year 1; Total hourly rate \$22.08 including fringe	\$42,394			\$42,394	
Solar Corps 4	2080	\$27.10	Engaged in Year 2; Total hourly rate \$27.10 including fringe		\$56,367		\$56,367	Actual salaries \$56,367 (\$42,390 stipend plus \$13,977 benefits) \$20.38 hourly stipend plus \$6.72/hr fringe. 2,080hrs/yr
Solar Corps 5	2080	\$27.10	Engaged in Year 2; Total hourly rate \$27.10 including fringe		\$56,367		\$56,367	Actual salaries \$56,367 (\$42,390 stipend plus \$13,977 benefits) \$20.38 hourly stipend plus \$6.72/hr fringe. 2,080hrs/yr
Solar Corps 6	2080	\$27.10	Engaged in Year 2; Total hourly rate \$27.10 including fringe		\$56,367		\$56,367	Actual salaries \$56,367 (\$42,390 stipend plus \$13,977 benefits) \$20.38 hourly stipend plus \$6.72/hr fringe. 2,080hrs/yr
Solar Corps 7	2080	\$28.46	Engaged in Year 3; Total hourly rate \$28.46 including fringe			\$59,196	\$59,196	Actual salaries \$59,196 (\$44,512 stipend plus \$14,684 benefits) \$21.40 hourly stipend plus \$7.06/hr fringe. 2,080hrs/yr
Solar Corps 8	2080	\$28.46	Engaged in Year 3; Total hourly rate \$28.46 including fringe			\$59,196	\$59,196	Actual salaries \$59,196 (\$44,512 stipend plus \$14,684 benefits) \$21.40 hourly stipend plus \$7.06/hr fringe. 2,080hrs/yr
Solar Corps 9	2080	\$28.46	Engaged in Year 3; Total hourly rate \$28.46 including fringe			\$59,196	\$59,196	Actual salaries \$59,196 (\$44,512 stipend plus \$14,684 benefits) \$21.40 hourly stipend plus \$7.06/hr fringe. 2,080hrs/yr
Work tools and materials								Covers a total of 9 interns over 3 years. Total cost \$4500. GRID funded
Job site Transportation cost								Covers a total of 9 interns x 48 weeks over 3 years. Total cost \$43,200. 100% covered by GRID's braided funding
Trainings provided by external partners.								\$700 per intern/year. Total of 9 interns over 3 years. Total cost \$6300. 100% covered by GRID's braided funding

TABLE 1: RATE TABLE								
LABOR CATEGORY	HOURS DEDICATED	HOURLY RATE	NOTES	YEAR 1	YEAR 2	YEAR 3	TOTAL	Requested Ammendment, Notes
Internal safety and DEI trainings								\$700 per intern/year. Total of 9 interns over 3 years. Total cost \$6300. 100% covered by GRID's braided funding
Technology: Computer hardware, technology training								Covers a total of 9 interns over 3 years. Total cost \$9000 . 100% covered by GRID's braided funding
Master Electrician. (Providing Pre-apprenticeship training)								15 hrs/wk. 720hrs/year x 3 years. Total cost \$57,600 . 100% covered by GRID's braided funding.
				\$149,583	\$213,884	\$224,615	\$588,081	TOTAL, three years