

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH LOTUS ENGINEERING AND SUSTAINABILITY, LLC TO PROVIDE
SUSTAINABILITY SERVICES**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Second Amendment”) is made and entered into effective this 31st day of May 2023 (the “Effective Date”), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the “City”), and Lotus Engineering and Sustainability, LLC, a Colorado Limited Liability company whose principal place of business is 1627 Vine Street, Denver, CO 80206 (“Contractor”), to amend the Professional Services Agreement dated March 11, 2021 (“Agreement”). In consideration of the mutual covenants and agreements contained in this Second Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Services. The Scope of Services of the Agreement, as incorporated at Section I.A of the Agreement is modified to include the following as set forth in more detail in Exhibit A, attached hereto and incorporated herein:
 - a. Task 10: .Low-Impact Development Training
 - b. Task 11: .Challenge Calculations and Cards
 - c. Task 12: Continue to support EPAC and community meetings and events related to policies outlined in the Sustainability Action Plan
 - d. Task 13: Sustainability Communication
 - e. Task 14: Project Management
 - f. Task 15: Provide grant support
2. Compensation. Section II.B of the Agreement will remain with compensation as previously approved \$399,409.58 for the services referenced above.
3. Term: The Term of the Agreement, as specified at Section III.A of the Agreement, is hereby amended and extended through December 31, 2023.
4. Commercial General Liability Insurance. The term of the Agreement as specified in Section V.A.1. is amended as follows, Comprehensive general liability insurance is required insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with minimum combined single limits of One Million Dollars (**\$1,000,000.00**) for each occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate.
5. Remainder of Agreement in Full Force and Effect. Except as otherwise provided by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and shall apply to this Second Amendment.
6. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Second Amendment on behalf of the parties and to bind the parties to its terms.
7. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each

deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via “wet” signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

8. Headings. Paragraph headings used in this Second Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Second Amendment.

[Remainder of this page intentionally blank. Signature page(s) follow(s)]

Exhibit A
Supplement to Scope of Services

TASK 10: Low Impact Development Training

Task 10 will include a review of LDC to align the Low Impact Development Guidance documents with LDC.

Specific subtasks include:

- Prepare slides for an on-line and in person webinar about the LID for staff and developers;
- Develop a list of local developers with contact information for future training opportunities
- Timelines:

TASK	DUE BY DATE
Prepare presentation	Oct 6, 2023
Develop database	Oct 9, 2023
Send invitations and set-up luncheon	Oct 16, 2023
Present and solicit feedback survey	Oct 30,2023

- Meetings:
 - Attendance at monthly meetings
- Staffing:
 - Consultant team required- Pinyon (as Lotus sub),
 - City staff required- Rosemarie Russo, Jen Strauss, Chris Hodyl
- Deliverables: Presentation

TASK 11, 12, 13, 14: Challenge Cards, EPAC Support, Project Management and Sustainability Communication

Tasks 11-14 includes on-going support and project management.

Specific subtasks include:

- Meet with City staff to discuss specific needs related to this task.
- Customize the cards and database to calculate TBL for monthly challenges.
 - ; emission calculations, and an emission summary
- Conduct QA/QC review on collected data
- Review all findings with Sustainability Manager
- Schedule and facilitate monthly meetings with EPAC in conjunction with staff.
- Assist with website redesign

- **Timing:**

TASK	DATE
Inventory Kick-Off meeting	June 19, 2023
Data collection	June – Dec. 2023
Data analysis and calculations	Nov - Dec 2023
QA/QC process	June – Dec 2023
Monthly meetings	June – Dec 2023

- **Meetings:**

- Kick-off meeting.
- Meetings to discuss data needs and assumptions (as needed, expected to be minimal).
- Meeting to review findings.

- **Staffing:**

- Consultant Team required: Lotus: Julia Newman, Rachel Meier, Brianna Johnson, Hillary Dobos.
- City Staff requested: Dr. Rosemarie Russo.
- Additional staff from Finance, Public Works and Community Development to provide data and review findings (as needed).

- **Deliverables:**

- Cards
- Challenge Database
- Website Information (FTK)

TASK 15: Grant Support

Task 15 will include a review of EECBG, Safe Routes to School, P2 and EJ grant opportunities including matching requirements; necessary forms and reporting requirements.

Specific subtasks include:

- Prepare grant applications with appropriate staff
- Develop narratives and budgets in consultation with staff
- Timelines:

TASK	DUE BY DATE
Research opportunities and partners	July - Dec 2023
Develop narrative and budget	July 14, 2023
Coordinate with Finance for uploads	July 21, 2023
Develop database of potential partners	July – Dec. 2023

- **Meetings:**

- Attendance at monthly meetings

- **Staffing:**

- Consultant team required- Lotus and Pinyon
- City staff required- Rosemarie Russo, Jen Strauss, Jenna Hahn, Theresa Wilson

- **Deliverables: 2-3 Grant proposals**