

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into effective this ____ day of _____, 202__ (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 business address is 1627 Vine Street, Denver, CO 80206 (“Contractor”), to amend the Professional Services Agreement dated January 22, 2024 (“Agreement”). In consideration of the mutual covenants and agreements contained in this Amendment, the sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Exhibit A to the Agreement is modified to amend the Scope of Services to extend the Term as specified below.
2. Compensation. Section II, Paragraph A of the Agreement is amended to increase the total compensation payable under the Agreement by \$200,000. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement and this Amendment exceed \$300,000.
3. Term: The Term of the Agreement is extended through December 31, 2026.
4. 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 Amendment.
5. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Amendment on behalf of the parties and to bind the parties to its terms.
6. 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.
7. Headings. Paragraph headings used in this Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Amendment.

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

EXHIBIT A

Amended Scope of Services

CONTRACTOR: Lotus Engineering & Sustainability

LOCATION(S) OF SERVICES: Commerce City Civic Center, 7887 E 60th Avenue,
Commerce City, CO 80022

GENERAL DESCRIPTION OF SERVICES:

The City seeks to apply for additional grant funding to address documented City needs associated with service delivery and the goals of City Council without municipal utilizing tax dollars or taking away funds from other projects. The Contractor will be responsible for writing grant applications focused on the environment and sustainability.

Task: Grant Writing

Expectations: The Contractor shall write and apply for grants approved by City staff.

Meeting(s): There will be ongoing meetings with City staff, scheduled by City staff.

Deliverables:

- a. Write and apply for all grants approved by City staff by deadlines.
 - i. When the City identifies a grant they would like Contractor to pursue, Contractor shall send an estimated quote on the number of hours and the total cost necessary to complete the specific grant application. The City employee who occupies the role of Grant and Special Projects Manager and oversees grant efforts (“Grants Manager”) will give the Contractor written approval to continue with application. This will allow the City to prioritize specific grant opportunities.
 - ii. After the Contractor is given approval to proceed, an initial meeting will be scheduled with Contractor, Grant Manager, City’s subject matter expert who will be acting as the department project manager for each respective grant and any other individuals necessary to develop the grant application timeline and roles. This meeting may occur virtually.
 - iii. When communicating with the Department Project Manager to gather materials, Contractor shall include the Grants Manager in all communications to ensure a timely response and the necessary materials are provided.
 - iv. Virtual application meetings will be held bi-weekly, as needed, leading up to the submission of any application.
 - v. Contractor shall provide a final draft of the application to City staff, no less than three business days ahead of the deadline for final approval by City staff before the submission of any application.
- b. Contractor shall maintain a master list of all grants applied for and the award status.
- c. After the final submission of any application, the Contractor will provide a copy of the submitted application and any supplemental documents to Grants Manager for records management.

WHEN: Contractor shall perform all services to the satisfaction of the City up to Dec. 31, 2026.

COST: Under no circumstances shall the compensation due and owing to the Contractor for performance of the services described herein exceed a total sum of THREE HUNDRED THOUSAN DOLLARS AND NO CENTS (\$300,000). The table below outlines hourly rates for services by Contractor, or by Contractor’s assigned subcontractors, to write grant applications.

Position	Cost/Hour
Lotus Team	\$150
One Small Step Team (subcontractor)	\$165
Pinyon Team (subcontractor)	\$165