

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

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made and entered into effective this 7th day of November 2022 (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 First 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 8: Provide a high-level review of the Suncor Water Quality CDPS and develop a comment letter to DCPHE;
- b. Task 9: Conduct a Greenhouse Gas (GHG) Inventory for municipal operations.

2. Compensation. Section II.B of the Agreement is amended to increase the total compensation payable under the Agreement by the amount of \$22,550. Under no circumstances shall the Contractor’s total compensation for Services performed under this Agreement, as amended hereby, exceed \$399,409.58.

3. Term: The Term of the Agreement, as specified at Section III.A of the Agreement, is hereby amended and extended through May 30, 2023.

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 First Amendment.

5. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this First 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 First Amendment are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this First Amendment.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

CITY OF COMMERCE CITY

Benjamin A. Huseman, Mayor

ATTEST:

Dylan A. Gibson, City Clerk

APPROVED AS TO FORM:

Matt Hader, Interim City Attorney

Lotus Engineering and Sustainability, LLC

Signature

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me on _____, 20____,
by _____ (Name), _____ (Title),
of _____.
Witness my hand and official seal.
My commission expires: _____.

Notary Public

Exhibit A
Supplement to Scope of Services

TASK 8: SUNCOR PERMITS REVIEW AND LETTER

Task 8 includes the research and investigation necessary to complete a high-level review of the Suncor Water Quality, CDPS Permit Certification and Fact Sheet, and to develop a comment letter response to the draft documents on behalf of Commerce City.

Specific subtasks include:

- Review the draft water quality CDPS permit certification and fact sheet to determine issues related to water quality in Commerce City
- Develop a comment letter for the signature of the City for submittal to CDPHE
- Present the draft letter in two city council study sessions on January 24, 2022 and February 7, 2022 to obtain input for the mayor and the council
- Timelines:

TASK	DUE BY DATE
Prepare draft letter	January 21, 2022
Attend city council meeting	January 24, 2022 February 7, 2022
Finalize letter	February 8, 2022
Submit letter to CDPHE	February 17, 2022

- Meetings:
 - Attendance at two city council meetings
- Staffing:
 - Consultant team required- Pinyon (as Lotus sub), Caroline Byers
 - City staff required- Principal Planner, Anita Riley
- Deliverables: Letter to CDPHE

TASK 9: MUNICIPAL GHG INVENTORY

Task 9 includes the creation of a 2019 greenhouse gas (GHG) inventory for the municipal government operations and accompanying documentation. Task 9 will occur within Phase 3.

Specific subtasks include:

- Meet with City staff to kick-off the inventory and discuss specific needs related to this task.
- Customize the Lotus-derived data management and emission calculation spreadsheet for Commerce City
 - Key aspects of this tool include a summary of data sources, emission factors; emission calculations, and an emission summary
- Conduct QA/QC review on collected data to ensure that it aligns with best practices and industry knowledge. Calculate emissions and complete the 2019 inventory. Where possible, consultants will utilize data and information from other City-wide efforts to maximize efficiency during the process
- Review all findings with the City during a meeting Calculate key metrics for future

comparison including, but not limited to, emissions per capita, energy use intensity by building sector, and natural gas use per capita.

- **Timing:**

TASK	DATE
Inventory Kick-Off meeting	December 2022
Data collection	Jan – March 2023
Data analysis and calculations	April 2023
QA/QC process	April -May 2023
Finalize inventory	May 2023

- **Meetings:**

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

- **Staffing:**

- Consultant Team required: Lotus: Julia Newman, Rachel Meier, 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:**

- Virtual inventory kickoff meeting.
- GHG inventory tool customized for community emissions.
- A 2019 GHG inventory municipal emissions with inputs and all accompanying data sources, including emails and original reports and spreadsheets.
- Zipped folder with all research and data