

1 BY AUTHORITY

2 ORDINANCE NO. _____

COUNCIL BILL NO. _____

3 SERIES OF 2010

COMMITTEE OF REFERENCE:

4 BUSINESS, WORKFORCE & SUSTAINABILITY

5 A BILL

6 For an ordinance approving a proposed First Amendment to the Professional Services
7 Agreement between Petropro Engineering, Inc. and the City and County of Denver,
8 related to management of oil and gas wells at Denver International Airport.

9
10 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

11 **Section 1.** The proposed First Amendment to the Professional Services Agreement between
12 Petropro Engineering, Inc. and the City and County of Denver, in the words and figures contained and
13 set forth in that form of the First Amendment to the Professional Services Agreement between
14 Petropro Engineering, Inc. and the City and County of Denver, filed in the office of the Clerk and
15 Recorder, Ex-Officio Clerk of the City and County of Denver, on the 2nd day of December 2010, City
16 Clerk's Filing No. 06-417-A is hereby approved.

17
18 COMMITTEE APPROVAL DATE: November 26, 2010

19 MAYOR-COUNCIL DATE: November 30, 2010


20 PASSED BY THE COUNCIL _____ 2010

21 _____ - PRESIDENT

22 APPROVED: _____ - MAYOR _____ 2010

23 ATTEST: _____ - CLERK AND RECORDER,
24 EX-OFFICIO CLERK OF THE
25 CITY AND COUNTY OF DENVER

26 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2010 _____ 2010

27
28 PREPARED BY: Lee Marable  DATE: December 2, 2010

29 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
30 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
31 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
32 of the Charter.

33
34 David R. Fine, City Attorney

35 BY: _____, _____ City Attorney

36 DATE: December 2, 2010

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), Party of the First Part, and **PETROPRO ENGINEERING, INC.**, a Wyoming corporation whose address is 14981 Clinton Street, Brighton, Colorado 80602 (the "Consultant"), Party of the Second Part.

WITNESSETH:

WHEREAS, the City and Consultant entered into a written Professional Service Agreement dated June 6th, 2006, ("Existing Agreement"); and

WHEREAS, the parties hereto desire to amend the Existing Agreement as hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Paragraph 5 of the Existing Agreement is amended to increase the maximum sum payable from \$1,939,310.00 to \$3,500,000.00.
2. Paragraph 7 of the Existing Agreement is amended to change the termination date from April 1, 2011 to April 1, 2014.
3. Exhibit B-1, PetroPro Monthly Management Fees, attached hereto, replaces Exhibit B of the Existing Agreement.
4. Paragraph 2.B. is amended to include payment for services not covered in Exhibit A, Scope of Services, will be at the Consultants rate of \$80/hr.
5. Paragraph 2.C. is removed.
6. Paragraph 2.D. is amended to limit the reimbursement of the costs of liability insurance premiums to only include the cost of the Business Automobile Liability Coverage and the Umbrella Liability Coverage.
7. Except as otherwise provided herein, all of the terms and conditions of the Existing Agreement shall remain in full force and effect.
8. **PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

No Employment of Illegal Aliens to Perform Work under the Agreement.

- (a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.
- (b) The Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
 - (5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
 - (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and

Employment under authority of § 8-17.5-102(5), C.R.S. or the
City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

9. This First Amendment to Professional Services Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to Professional Services Agreement to be executed the executed this Instrument as of the day and year first above written.

CITY AND COUNTY OF DENVER

ATTEST:

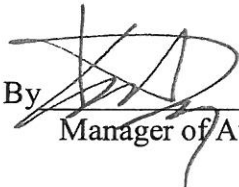
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-officio Clerk of the City and County of Denver

By _____
Mayor

APPROVED AS TO FORM:

DAVID R. FINE, City Attorney for the City and County of Denver

RECOMMENDED AND APPROVED:

By  _____
Manager of Aviation

By _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:


By _____
Manager of Finance

Contract Control No. CE 66003(1)

By _____
Auditor

PARTY OF THE FIRST PART

PETROPRO ENGINEERING, INC.

By:  _____
Title: President

"CONSULTANT"

EXHIBIT B-1
PETROPRO MONTHLY FEES

Management Fees

Active Producing Well	\$330.00
Active Injection Well	\$330.00
Inactive well	\$50.00
Injection facility	\$0.00
Work not included in Scope of Services	\$80.00/hr

Operating Fees

Active Producing Well	\$260.00
Active Injection Well	\$260.00
Inactive well	\$50.00
Injection facility	\$100.00

