

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **E.T. TECHNOLOGIES, INC.**, a Utah corporation, with its principal place of business located at 10000 South Dransfeldt Road, Suite 100, Parker, Colorado 80134 ("Contractor").

### RECITALS:

**A.** The City and Contractor entered into an Agreement dated September 28, 2011, (the "Agreement") relating to storage tank management service as set forth in the Agreement; and

**B.** The City and the Contractor wish to amend the Agreement to amend the scope of work and to increase funding as set forth below.

The parties agree as follows:

1. Subparagraph d of Paragraph 5 entitled "**COMPENSATION AND PAYMENT**", is hereby deleted in 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 **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)** (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 Contractor beyond that specifically described in Exhibit A-1. Any services performed beyond those described in those exhibits are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

2. All references to "Exhibit A" in the Agreement shall be amended to read: "Exhibits A-1." **Exhibit A-1, Amended Scope of Work**, is attached hereto and incorporated by reference.

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

**Contract Control Number:** ENVHL-201101761-01

**Contractor Name:** E T TECHNOLOGIES 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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: ENVHL-201101761-01

Contractor Name: E T TECHNOLOGIES INC

By: Clellan Pearce

Name: Clellan Pearce  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: Cynthia L. Cason

Name: Cynthia L. Cason  
(please print)

Title: Asst. Corporate Secretary  
(please print)



## **SCOPE OF WORK**

Tank Management service under this contract will consist chiefly of:

1. Tank system inspection and testing (including confined space entry);
2. Tank system parts replacement and repairs to any item or piece of equipment attached to a tank (including piping, dispensers, pumps, and electronic monitoring equipment);
3. Purchase and installation of new tanks and their system components, either aboveground or underground;
4. Disposal of tanks and system components, off specification petroleum and related products, and media contaminated by petroleum or related products due to discharges from tanks;
5. Temporary and permanent closure of existing tanks; and
6. Removal of existing tanks with concomitant tank site testing and assessment for contamination.

Specific tasks that are likely to be performed under this contract include:

1. Perform comprehensive visual inspection of aboveground tanks per STI and other applicable industry standards using ICC or equivalent certified staff.
2. Perform confined space entry of vaults or tanks to make repairs, perform maintenance, facilitate visual inspection, or to conduct non-destructive material testing.
3. Install and repair cathodic protection systems for buried tanks, piping and related tank site infrastructure.
4. Prepare detailed reports of findings of comprehensive testing and inspection with recommendations.
5. Retain and manage the actions of industry certified service providers to perform tank system testing (including precision tank and line, ATG, ALLD, cathodic protection, vapor trace, and hydrostatic testing) and calibration according to industry standards and recommended practices.
6. Purchase, install, replace, re-program, calibrate, modify, inspect and test electronic and mechanical automatic tank gauges, probes, sensors, detectors, alarms, and overfill prevention devices, remote and satellite alarms and read-outs.
7. Retain and manage the actions of industry certified service providers to perform specialized electrical and electronic system installation, trouble-shooting and repair specific to storage tank operation and up-grades, including such equipment brands as Veeder Root, Omntec, Incon, Onan-Cummins, and Pneumercator.
8. Diagnose and document automatic tank gauge system malfunction.
9. Replace tank gauge liquid level probes and related cabling.
10. Perform manual tank gauging and inventory reconciliation.
11. Purchase and install containment type aboveground tanks and related protective and operations infrastructure outdoors for dispensing of fuel to equipment.

12. Purchase and install containment type aboveground tanks for indoor storage and dispensing of Class II and Class III petroleum products and related chemicals (such as DEF SCR fluids) with related pumping, piping, and operations infrastructure.
13. Renovate aboveground tank systems to meet or exceed standards of protection required by local codes and state regulations, including installation of electronic monitoring and alarm equipment and overfill prevention devices.
14. Temporarily close above ground tanks (including emptying, inerting and blank-flanging) and stabilize of tank vaults for long-term hiatuses in maintenance.
15. Permanently close and remove of aboveground tanks, related tank infrastructure, including disposal and recycling of discarded tanks and other materials.
16. Stabilize or remove tank vaults, pads and related tank infrastructure, including disposal of concrete and petroleum contaminated media.
17. Fill, re-grade and pave closed tank sites specifically to restore safe facility use and access.
18. Sample, assess, and report on impacts to soil and groundwater at tank sites to comply with closure rules in 7 CCR 1101-14 sections 2-5 and 3-4.
19. Sample, assess, initiate clean-up, and report on suspected or known leaking storage tank sites to comply with 7 CCR 1101-14 article 4.
20. Renovate existing aboveground tank installations to meet or exceed spill prevention, spill control and spill countermeasure requirements of 40 CFR 112.
21. Remove, relocate, and reinstall existing aboveground tanks for purposes of re-use, testing, inspection, reinforcement of bottoms and footings, or installation of structural BMPs for spill control and containment.
22. Install structural BMPs (ramps, dikes, interceptors) for control and containment of spills from portable tanks and mobile refuelers to comply with 40 CFR 112.
23. Install structural BMPs for spill control and containment related to aggregate storage motive power tanks to comply with 40 CFR 112.
24. Install structural BMPs for spill control and containment related to oil-filled operational equipment at facilities to comply with 40 CFR 112.
25. Generate and have professionally certified spill prevention control and countermeasure plans to comply with 40 CFR 112.
26. Inspect, research and provide background information on active tanks and related equipment, such as measurements and manufacturer's specifications, dimensions, orientations, levels, capacities, certifications, etc.
27. Placard tanks and post signs and labels at tank sites with required and recommended information, instructions and warning language.
28. Install or repair ground level equipment and infrastructure for UST site and fuel dispenser safety, security, fire and spill prevention, such as bollards, fire extinguishers, and spill response materials.
29. Remove water and other contaminants from fuel tanks.

30. Test fuels for contamination and key characteristics incident to tank system repairs or upgrades.
31. Pump, transfer, and transport petroleum products incident to storage tank repair or closure.
32. Empty and clean tanks and prepare tanks for reuse or closure.
33. Replace critical tank system components for compatibility with new products such as E-85.
34. Replace and re-grade underground storage tank concrete caps and aprons to protect tanks from stormwater infiltration and traffic.
35. Repair and replace UST ports, risers, spill basins, sumps and ground level access ways.
36. Purchase, install, repair, and replace pumps including submerged turbine pumps, rotary suction pumps, diaphragm pumps, pump power controllers and electrical hook-ups.
37. Purchase, install, repair and replace fuel dispenser cabinets, meters, blenders, sumps, valves and connected piping, hoses, nozzles, and electrical hook-ups.
38. Temporarily close underground storage tanks, including emptying, inerting and blank-flanging.
39. Permanently close underground storage tanks including excavation and disposal of tank and related equipment.
40. Compile information and submit applications and reports to the state regarding tank installation, closure, change-in-service, or removal.
41. Apply for and secure all needed permits from city, county, and state authorities to install, modify, or remove bulk petroleum storage tanks and related infrastructure.
42. Prepare sites for the installation of underground storage tanks, including excavation, and supplying specification backfill material.
43. Purchase and install underground storage tanks, and hardware required for installation and use (deadmen, strapping, sumps, risers).
44. Purchase, install, replace and repair underground piping, connectors, valves, vents, and sumps.
45. Install all wiring and circuitry required to power tank system equipment and enable tank gauge, sensor, detector, and controller communications.
46. Install all piping, valves, connectors, vents and other conveyances for petroleum products and their vapors, under pressure or suction, including double-walled rigid fiberglass piping, flexible polymer piping, and other special containment piping.
47. Purchase and install dispensers, dispenser sumps, hardscape and barriers associated with dispenser installation.

Scopes of work under this contract may include other tasks directly related to storage tanks or bulk petroleum management that have been omitted from the above list for the sake of brevity.

## **EXCLUSIONS FROM SCOPE OF WORK**

Services procured under this contract may be used to support specific needs or distinct tasks relating to bulk petroleum (or related chemical) storage, such as removal of orphaned tanks, installation of a new tank and dispenser, or characterization, transport and disposal of contaminated soil, that are components of other programs or projects.

However, this contract shall not be used for:

1. Constructing new buildings;
2. Renovating existing buildings or grounds for purposes other than tank use and operation;
3. Remediating brownfields and sites with broad environmental contamination;
4. Long-term LUST site remediation;
5. Investigating and remediating contamination on private property;
6. Abating "sick buildings";
7. Abating and managing asbestos, lead-based paint, or mold;
8. Conducting Phase I and II environmental site assessments;
9. Constructing a new major aboveground tank installation, that is: installation of more than four tanks at a single site or four or fewer tanks with a total aggregate capacity of over 1,200 gallons;
10. Managing and disposing of hazardous materials other than petroleum products and related chemicals, and media contaminated with petroleum products and related chemicals.