

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is made as of the date stated on the City signature page below between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), on behalf of its Department of Aviation, and **DCP WATTENBERG PIPELINE, LLC**, a Delaware limited liability company (“Licensee”).

RECITALS

WHEREAS, the City owns and operates Denver International Airport (“DEN” or “Airport”), through its Department of Aviation, with the power to grant a license with respect to such property; and

WHEREAS, Licensee seeks a license to install a solar powered monitoring device in support of its existing pipeline facilities located on DEN land (as defined below, the “Facilities”); and

WHEREAS, Licensee has requested rights to use additional Airport property for the Facilities through a license; and

WHEREAS, the City is willing to grant such rights to Licensee, on the terms and conditions herein contained;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **GRANT OF LICENSE.**

A. The Chief Executive Officer of Denver International Airport (“CEO”) hereby grants to Licensee, subject to the conditions and terms hereinafter contained, a revocable non-exclusive license for the following activities:

(1) Construct and maintain a solar-powered device for monitoring the existing natural gas pipeline that was installed by Licensee’s predecessor in interest, Amoco.

The described work shall be referred to collectively as “**the Facilities.**”

B. The Facilities shall be constructed on the following land (“**License Property**”):

See **Exhibit A** for License Property description, attached hereto and incorporated herein by this reference.

C. The License granted is exclusive, and the City agrees not to grant such other licenses, rights, or privileges across, on, or pertaining to the License Property to any third parties for any purposes, provided that the City may otherwise use the License Property per Section 3.

2. **FEES.**

A. **Fee for License Property.** As a fee for the use of the License Property, Licensee shall pay, in advance and without offset, deduction, or abatement, the amount of Ten Thousand One Hundred Fifty-Seven Dollars and No Cents (\$10,157.00). The full fee shall be due and payable to DEN 30 days after the execution of this License Agreement. Licensee understands and agrees that no prorated adjustment of the fee paid will be made even if this License is terminated before its stated Term.

B. **Payment of Fees.** All sums payable to City shall be made payable to the "Airport Revenue Fund" and delivered to Executive Suite, Airport Office Building, 8500 Peña Blvd. Denver International Airport, Denver, Colorado 80249-6340, or such other place as the City may hereafter designate by notice in writing to Licensee. Any check given to the City shall be received by it subject to collection, and Licensee agrees to pay any charges, fees or costs incurred by the City for such collection, including reasonable attorney fees. Any payment not made to City when due shall accrue interest at 18% per annum commencing on the fifth business day after the date such amount is due and owing until paid to City.

3. **CITY'S RIGHTS.** City shall retain all its rights to the use, occupancy, and ownership of the License Property; and such use, occupancy and ownership shall not be interfered with by the Licensee's exercise of the rights granted hereunder during the Term, except to the extent interference shall be necessary to Licensee's exercise of the rights granted by this license or to protect public health and safety; provided, however, that City shall inform Licensee reasonably in advance of any entry by City or Airport personnel upon the License Property. Licensee may install fencing around the License Property and may install other security devices to secure the Facilities, but shall provide the designated Aviation Land Manager representative with a key or other information necessary to access the License Property. Licensee shall remove any such fencing and security features upon termination of this License. The rights and privileges granted herein are subject to prior easements, rights of way and other matters affecting title.

4. **CHANGE OF GRADE.** City reserves unto itself the right to change the grade of the ground around the License Property, upon 45 days' notice to Licensee. Licensee waives any claim for damages which it may acquire or have against City arising out of any such change and assumes all costs which may result therefrom.

5. **RELOCATION.** Licensee agrees that it will, at its own cost and expense, relocate the Facilities to a new location provided by City if such relocation is determined by the CEO to be necessary for Airport purposes, provided that any such new location shall be within one quarter (1/4) mile of the Licensed Property and of comparable size and characteristics in order to allow Licensee to install replacement Facilities. Licensee shall make such relocation within 180 days and without cost to the City after being given written notice to do so by the CEO. All terms and conditions of this License shall apply to the new location.

6. **TERM.** The rights granted hereunder shall commence on full execution by the City and terminate Twenty (20) years after that date, unless earlier terminated as herein provided. The parties specifically agree that the City may terminate this License Agreement at any time and revoke any license hereby granted, in the sole discretion of the CEO, upon one hundred eighty (180) days advance written notice to Licensee. Upon any expiration, abandonment or termination of this License Agreement, Licensee shall remove, at Licensee's expense, its entire Facilities, or such portion thereof as may be mutually agreed between the CEO and Licensee, within 60 days of such expiration, abandonment or termination or within such additional time as is granted by the CEO. If the Licensee's installation is removed as requested by City, Licensee shall at its expense restore the land to the conditions existing prior to installation of its Facilities within a commercially reasonable time, and upon Licensee's failure to do so the City may opt to cause such removal and restoration to be done at Licensee's expense. No portion of Licensee's Facilities shall be closed in place or abandoned in place either during or after the term of this License Agreement.

7. **CONSTRUCTION BOND.** Prior to the commencement of any new construction related to the Facilities, Licensee shall deliver to the CEO, and maintain in effect throughout the construction period, a construction performance and payment bond in a sum not less than 100% of the construction contract price, including restoration. Said bond shall guarantee to City prompt and faithful performance of the construction contract, including restoration of the License Property and any Temporary Construction Property, and prompt payment by Licensee to its contractors and by Licensee's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by contractor(s), subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and shall protect the City from any liability, losses or damages arising therefrom. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City, and shall be in the form and with conditions as provided in DIA Development Guidelines.

8. **REQUIREMENTS FOR PERFORMING ACTIVITIES ON PROPERTY.**

A. **Coordination.** Licensee agrees to coordinate its work performed on the Airport with the operational requirements of the Airport, and all work movement of persons and equipment on areas used by aircraft shall be subject to regulations and restrictions established by the Airport authorities. Licensee shall coordinate access and work performed under this License with the Aviation Land Manager, or such other person as the CEO may designate. The Land Manager shall provide the needed contact information to Licensee as soon as practicable after execution of this License. Access of people and equipment to the License Property shall be in accordance with instructions received from the Aviation Land Manager.

B. **Notice of Surface Activities.** For activities during the Term requiring surface access only, Licensee shall notify the Aviation Land Manager at least 24 hours prior to the start of any work, provided that no advance notice shall be required for emergency access and unplanned repair or maintenance activities. The City will provide any necessary instructions regarding non-emergency or maintenance and repair access logistics within a reasonable time after Licensee gives

such notice, but in any event no later than the end of the 24-hour notice period. No access fee is required for such activities.

C. Notice and Payment for Intrusive Activities, including Construction. For activities during the Term requiring disturbance deeper than six inches below the surface of the land (*e.g.*, trenching, potholing, excavation, *etc.*, collectively “**Intrusive Activities**”), including construction of the Facilities, Licensee shall notify the Aviation Land Manager at least three weeks prior to the start date of the Intrusive Activity, and shall provide such information as the Land Manager may reasonably require. An Intrusive Activity access fee of \$1500 shall be paid by Licensee to cover DIA’s administrative costs.

1. If Licensee performs or allows others to perform Intrusive Activities without the required notice or fee payment, the Parties agree the liquidated damages for such breach of this section shall be \$3000.

D. Permits; FAA Review and Approval. Licensee shall timely acquire all necessary federal, state, local, and airport permits, and comply with all permit requirements, including but not limited to any required site access permits, FAA 7460s, or other approvals. Licensee understands that activities involving vehicles, equipment, or other items taller than 20’ may require FAA review and approval, and Licensee is responsible to allowing sufficient time for such review to occur.

9. NO OPEN CUT ON ROADS. Licensee shall not, at any time, open cut or otherwise damage Peña Boulevard, its frontage roads, and other airport service roads, except that Licensee may open cut the frontage roads and airport service roads in the event of an emergency situation, in which event Licensee shall as soon as possible notify City of said actions and shall, at Licensee's sole expense, repair any damage caused by such actions.

10. OBSTRUCTIONS. Licensee agrees that no obstructions shall be cleared from the License Property without the prior written consent of the CEO.

11. RESTRICTION ON ALTERATIONS. Except in emergency circumstances, no alterations, improvements or changes shall be made to the Facilities without the prior written approval of the CEO.

12. OPERATION AND MAINTENANCE. Licensee shall maintain and operate the Facilities in a safe and good condition. Licensee must comply with all conditions imposed by the CEO; provided, that such conditions are consistent with all existing laws and regulations including but not limited to those pertaining to the U.S. Department of Transportation and the Colorado Department of Transportation.

13. RESTORATION. Licensee agrees that after construction of the Facilities, and after any maintenance, repair, replacement or removal of any of the Facilities, Licensee shall restore the surface of the City's property to the grade and condition it was in immediately prior to said construction, maintenance, repair, replacement or removal. Licensee also agrees to restore and repair any paving and fences which are damaged, modified or altered by Licensee during said

construction, maintenance, repair, replacement or removal. Licensee further agrees to replace any topsoil removed from any areas on the City's property, to reseed the disturbed area so as to prevent erosion, to restore landscaping, as nearly as reasonably possible, to its original condition, and to remove any excess earth resulting from said construction, maintenance, repair, replacement or removal, at Licensee's sole cost and expense. Licensee shall remove all Hazardous Materials, as defined below, from the City's property, and shall otherwise comply with the provisions of the Environmental Requirements paragraph below, as part of Licensee's restoration obligations hereunder.

14. **INSURANCE.**

A. Licensee shall, prior to performing work on Aviation Property, obtain and keep in force insurance policies as described in the City's form of insurance certificate, attached to this Agreement as **Exhibit B** and incorporated herein. The certificate specifies the minimum insurance requirements Licensee and any of its contractors must satisfy in order to perform work allowed under this Agreement on Aviation Property.

B. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Licensee. Licensee shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

C. The parties hereto understand and agree that the City and County of Denver, its officers, officials, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or similar protections otherwise legally available to the City and County of Denver, its officers, officials, and employees.

15. **INDEMNIFICATION.**

A. To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents, and employees against all liabilities, claims, judgments, suits, or demands for damages to persons or property to the extent caused by work performed under this License by Licensee or Licensee's agents, representatives, subcontractors, or suppliers, including worker's compensation claims, or its use or occupancy of any portion of Aviation Property ("Claims"); provided, however, that Licensee's obligation herein shall not apply to the extent said Claims result from any negligent or willful acts or omissions of the City, its employees, officers, agents, and volunteers. This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Licensee's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Licensee is not named as a Defendant.

C. Licensee shall control defense of such Claims and City shall provide reasonable cooperation to Licensee. Licensee will defend any and all Claims that may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

D. Insurance coverage requirements specified in this License shall in no way lessen or limit the liability of Licensee under the terms of this indemnification obligation. Licensee shall obtain, at its own expense, any additional insurance that it deems necessary.

E. This defense and indemnification obligation shall survive for three (3) years after expiration or termination of this License.

16. **LIMITATION ON LIABILITY.** Licensee agrees that no liability shall attach to City for any damages or losses incurred or claimed by Licensee or any other person or party on account of the construction or installation of the Facilities by Licensee. Licensee agrees that it shall not in any way seek damages or make any claims against the City for any interference or delay caused by construction in adjacent areas, travelers, other businesses or Airport operations, including without limitation damages or losses in the nature of delay damages, lost labor productivity, and impact damages

17. **ENVIRONMENTAL MATTERS.**

A. Licensee shall comply with all applicable local, state, and federal laws of any governmental body having jurisdiction over the License Property addressing pollution or protection of human health, natural resources or the environment and all implementing regulations including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (the "Clean Water Act"); the Clean Air Act, 42 U.S.C. § 7401 et seq. the Hazardous Materials Transportation Act, 49 U.S.C. § 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq. (collectively referred to as "Environmental Laws"). For the purposes of this Agreement, Hazardous Materials means any substance to the extent presently regulated, listed, defined, designated or classified as hazardous, toxic, or radioactive under any Environmental Law, including radionuclides and petroleum.

B. Licensee shall acquire all necessary federal, state, and local environmental permits, and comply with all permit requirements, including but not limited to the Environmental Guidelines and EMS, <http://business.flydenver.com/community/enviro/documents/es301.pdf>.

Licensee shall also comply with all City requirements regarding environmental controls, including erosion and sedimentation control.

C. As between Licensee and the City, Licensee assumes liability as generator of, and assumes title to any and all Hazardous Materials that Licensee generates, stores, disturbs, removes, excavates, spills, releases or leaks related to Licensee's activities or operations at the Airport and/or the License Property.

D. In the case of a release, spill, discharge, leak or disposal of Hazardous Materials as a result of activities on the License Property by Licensee or any of its contractors, subcontractors, agents or representatives, Licensee shall immediately control and shall thereafter diligently remediate all contaminated property in accordance with all applicable federal, state, local, and airport laws and regulations, including those posted at <http://business.flydenver.com/info/research/rules/index.htm>. The City agrees to cooperate with Licensee and not hinder Licensee if Licensee is in compliance with this License. Licensee agrees to share its plans for remediation with the City. Licensee shall reimburse the City for any penalties imposed against the City for the release, and shall reimburse the City for any costs and expense, including without limitation reasonable attorney's fees, directly incurred by the City as a result of the release or disposal by Licensee or its contractors, subcontractors, agents and representatives of any Hazardous Materials on the Airport, or the License Property.

E. Licensee shall immediately notify the City in writing of any release, spill or leak on the License Property, the control and remediation response actions taken by Licensee, and any responses, notifications or actions taken by any federal, state or local agency with regard to such release, spill or leak. Licensee shall make available to the City for inspection and copying, upon reasonable notice and at reasonable times, any or all of the documents and materials that Licensee has prepared pursuant to any requirement under this Section. If there is a requirement to file any notice or report of a release or threatened release of any Hazardous Materials at, on, under or migrating from the Airport, or the License Property, Licensee shall provide copies of all results of such report or notice to the City.

F. At the City's reasonable request, Licenses shall conduct testing and monitoring as is necessary to determine whether any Hazardous Materials from or at the License Property have entered the soil, groundwater, or surface water on or under the Airport, or the License Property. Licensee shall provide copies of all results of such testing and monitoring to the City.

G. The City has implemented an Environmental Management System (EMS) for the Airport. To comply with the EMS's requirements, Licensee agrees to submit two (2) copies of its Pipeline Response Plan (controlled or uncontrolled) pursuant to 49 CFR Part 194, if such a plan is required by law. Any plan must include the DIA Communications Center (303)342-4200 for reporting any suspected or confirmed spills/releases on the Airport. In addition, any other written reports prepared by or on behalf of the Licensee pursuant to 49 CFR Part 195 must be submitted to the Airport's Environmental Services Division. These plans must provide the Environmental Services Division with environmental contact information including the individual's name, title, email and mailing address, and telephone number.

H. All of Licensee's underground pipelines and any other underground metallic structures installed upon the License Property shall be compliant with the Airport's area-wide cathodic protection program, including the removal, addition or modifications of underground tanks, piping and other metallic structures, except to the extent any requirement conflict with federal or state pipeline safety regulations. Further, such cathodic protection system shall be in compliance with applicable government regulation.

I. Licensee shall adhere to Licensee's field health and safety practices and procedures and shall conduct all aspects of construction, alteration, repair, replacement, operation or removal of an underground petroleum fuel pipeline performed on the Airport in accordance with all applicable laws, regulations and ordinances including without limitation all OSHA requirements and shall utilize OSHA trained and certified hazardous waste site workers and managers as appropriate.

J. The City has not entered into, and, to the knowledge of the City, is not subject to any agreements, consents, orders, decrees, judgments or other binding consensual agreements or commitments pursuant to Environmental Laws that impose conditions that prevent the develop or operation of Licensee's Pipeline Facility. The City represents that the License Property has no known prior contamination of any Hazardous Materials.

18. **TAXES, LICENSES, LIENS, AND FEES.** Licensee agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the License Property and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. Licensee also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Facilities, License Property or improvements thereto, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman for Licensee, as contractors or subcontractors. Licensee agrees to furnish to the Aviation Land Manager, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. Licensee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Facilities, License Property or improvements thereon which will in any way impair the rights of the City under this License.

19. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** Licensee agrees to comply with all applicable federal, state and local laws, regulations and guidelines, including without limitation DIA Design Standards. Further, all general rules and regulations adopted by the City or the CEO for the construction, management, operation and control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations or actions of the Federal Aviation Administration or other authorized federal agency. Licensee and its contractors shall comply with all Airport and construction site access requirements, and shall obtain and pay for all required DIA site access permits and badges. Failure to comply will be grounds for the City to suspend construction or deny access.

20. **FORCE MAJEURE.** Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of this License due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages or materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control, but in no event shall this paragraph be construed so as to allow Licensee to reduce or abate its obligation to pay the Fees herein.

21. **NO ASSIGNMENT.** Licensee covenants and agrees not to assign, pledge or transfer its rights in this License without first obtaining the written consent of the CEO, which consent shall not be unreasonably denied. Any attempt by Licensee to assign or in any way transfer its interests in this License, in whole or in part, without such prior written consent shall be at the option of the CEO to automatically terminate this License and all rights of Licensee hereunder.

22. **NO WAIVER.** No failure of City to insist upon the strict performance of a term, covenant or agreement contained in this License shall be deemed or taken to be a waiver by the City of any succeeding or other breach.

23. **BOND ORDINANCE.** This License and the rights granted or conveyed hereby are in all respects subject and subordinate to any and all City bond ordinances applicable to the City's airport system and to any other bond ordinances which amend, supplement or replace such bond ordinances. The parties to this License acknowledge and agree that all property subject to this License which was financed by the net proceeds of tax-exempt bonds is owned by the City, and Licensee agrees not to take any action that would impair, or omit to take any action required to confirm, the treatment of such property as owned by the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the Licensee agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this License) not to claim depreciation or an investment credit with respect to any property subject to this License which was financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as the City may request in order to implement such election.

24. **FEDERAL PROVISIONS.** This License is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the City's airport system. The provisions of the attached Appendices are incorporated herein by reference.

25. **PARAGRAPH HEADINGS.** The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this License.

26. **SECURITY.** Licensee shall cause its officers, contractors, and employees to comply with any and all existing and future security regulations adopted by the City, including DEN security regulations and FAA regulations, including as they may be amended in future.

27. **THIRD PARTIES.** This License does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Licensee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

28. **NOTICES.** All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

by Licensee to: Chief Executive Officer
Denver International Airport
Airport Office Building, 9th Floor
8500 Peña Blvd.
Denver, Colorado 80249-6340
Attn: Commercial Development

by City to: DCP Wattenberg Pipeline, LLC
Attn: Lewis D Hagenlock
Sr. Right of Way Specialist
3026 4th Avenue
Greeley Colorado 80631

LHagenlock@DCPMidstream.com

Either party may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Land Manager or Licensee.

29. **ADMINISTRATIVE HEARING; COLORADO LAW AND VENUE.**

A. **Administrative Hearing.** Disputes arising under or related to this License shall be resolved by administrative hearing, which shall be conducted in accordance with the procedures set forth in Denver Revised Municipal Code Section 5-17. The Parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the right to file a request for reconsideration and/or appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

B. **Governing Law; Venue.** This License and performance hereunder shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action that may be file in court shall be in the District Court in and for the City and County of Denver.

30. **ENTIRE AGREEMENT.** The parties acknowledge and agree that the provisions contained herein, along with those contained in the attached exhibits and appendices, constitute the entire agreement and that all representations made by any officer, agent or employee of the

respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved to the CEO herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this License.

31. **SPECIFIC PERFORMANCE.** The City shall have the right to specific performance or injunctive relief to enforce the terms and conditions of this License.

32. **NONDISCRIMINATION.** In connection with the performance of work under this License, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, and Licensee further agrees to insert the foregoing provision in all subcontracts hereunder.

33. **DIVISION OF SMALL BUSINESS OPPORTUNITY (“DSBO”).** Licensee agrees to comply with the Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) requirements of Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code (“MBE/WBE Ordinance”), or applicable successor ordinance, to the extent the MBE/WBE Ordinance applies to Licensee’s activities under this License. Licensee agrees to comply with rules and regulations issued by the Director of the DSBO, who may set goals for design and construction of the work permitted under this agreement in accordance with the MBE/WBE Ordinance. Licensee shall meet, or make a good faith effort to meet, any such goals.

34. **PROMPT PAY.** For all work on License Property, Grantee is subject to D.R.M.C. Section 20-112 wherein Grantee is to pay its subconsultants in a timely fashion. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (D.R.M.C. Sections 20-107 through 20-118).

35. **PREVAILING WAGE.** Licensee shall comply with Denver’s Prevailing Wage Ordinance, D.R.M.C. Section 20-76 *et seq.*, to the extent such Ordinance applies to its activities on License Property. Licensee is prohibited from hiring any subcontractor to work on Aviation Property that is currently debarred by Denver in accordance with D.R.M.C § 20-77.

36. **CITY'S EXECUTION OF LICENSE.** This License is expressly subject to, and shall not be or become effective or binding on the City, until approved by City Council and fully executed by all signatories of the City and County of Denver.

END OF DOCUMENT; SIGNATURE PAGES, AND EXHIBITS FOLLOW

Contract Control Number:
Contractor Name:

PLANE-202054868-00
DCP Wattenberg Pipeline LLC

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202054868-00
DCP Wattenberg Pipeline LLC

By: See Attached

Name: Lewis Hagenlock
(please print)

Title: A-I-F
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

PLANE-202054868-00
DCP Wattenberg Pipeline LLC

By:  _____
3C394FD6722742A...

Name: Lewis Hagenlock
(please print)

Title: A-I-F
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A PART 1
Construction Scope of Work
Wattenberg DIA MLV Automation Project
12/9/2019
Rev. 1

Project Manager: Quay Chan, QChan@dcpmidstream.com, Office: (303) 605-2007, Cell: (720) 347-8242

General Description

DCP Midstream is converting a manual mainline block valve into an automated mainline valve.

The valve station is live in Y-Grade NGL service. Although the station is built to ANSI 900, typical pressure ranges between 1000-1200 psig. Typical flow ranges between 700-950 BPH.

The station is located in Denver County, CO with coordinates at 39°54'49.1"N 104°40'48.7"W. The existing site is a fenced 24' x 14' area with the following equipment:

- 6" 900# pipe
- 6" 900# M&J M303 manual gate valve, located at approximate center of site
- Two 2" 900# Full Port Threaded Ball valves, located upstream and downstream of 6" valve
- AC mitigation panel
- Perimeter hand rail
- Dual swing gate on west side

General Project Scope of Work

The existing site shall be expanded to install an electric actuator, pressure indicating transmitters, solar powered switch rack, and VSAT dish.

Fencing

The existing 24' x 14' area will be expanded to the north by an additional 15 feet. The new fenced area will be 24' x 29'. Existing fencing shall be utilized and integrated with new fencing as reasonably possible.

Perimeter hand rail to be removed during construction.

Actuator

The manual 6" 900# M303 Gate Valve will be actuated with a Limitorque 460/3/60 electric actuator.

Solar Switch Rack

Station power will be supplied by a Solarcraft solar powered switch rack package, which includes the following equipment:

- UPS system with (4) batteries
- Communication Rack
- Micro PLC (field installed)
- Solar Array Assembly



Construction Scope of Work

Wattenberg DIA MLV Automation Project

12/9/2019

Rev. 1

Project Manager: Quay Chan, QChan@dcpmidstream.com, Office: (303) 605-2007, Cell: (720) 347-8242

- 250W inverter
- Lighting with photocell

Instrumentation

Two remoted mounted pressure indicating transmitters shall be installed to monitor upstream and downstream pressure of mainline valve.

Communications

VSAT dish will be added for communications. PITs and VSAT dish shall be integrated with micro PLC on Solarcraft package.

NOTE: No work related to the AC mitigation panel is included in this project

Bid Instructions

Please provide best bid for the work in this Scope. Schedule and cost proposal shall be based on working five 8-hour days per week. Project will be charged on a *LUMP SUM* basis, and payment terms and schedule will be negotiated prior to award.

Any exceptions or clarifications to this Scope must be submitted with proposal. Additional work not provided for in this Scope will be negotiated with DCP and agreed upon **prior** to commencing work. Any additional work will be billed on a T&M basis per approved rate sheets.

The bid shall be broken into Labor, Materials, Equipment, Miscellaneous Expenses and Sub-contracted Services. Please also include a construction schedule, crew size and equipment list that the bid is based upon.

The bidding processing shall be done using the Scout system. Any questions shall be submitted through this system.



Construction Scope of Work
Wattenberg DIA MLV Automation Project
12/9/2019
Rev. 1

Project Manager: Quay Chan, QChan@dcpmidstream.com, Office: (303) 605-2007, Cell: (720) 347-8242

Schedule

Contractor shall provide expected duration and activity schedule with proposal.

Estimated project dates are as follows:

<u>Activity</u>	<u>Date</u>
Bid Walk (if necessary)	12/5/2019
Bid Due	12/9/2019
Award Construction	12/12/2019
Construction Mobilization	1/6/2020
Completion	1/17/2020

General Responsibilities

Contractor shall:

- 1) Attend a project kick-off (KO) meeting at site, if necessary, prior to performing construction activities.
- 2) Manage all construction activities including subcontractors, if applicable.
- 3) Generation of daily reports, detailing the status of construction activities and include pictures showing construction progress. Reports are forwarded every workday to the DCP Midstream Project Manager
- 4) Provide DCP Midstream Project Manager with Veriforce OQ documentation for all applicable tasks throughout project. Documentation must be submitted and accepted prior to commencement of work.
- 5) Submit and coordinate One Call requests
- 6) ALL EXCAVATIONS SHALL BE DONE BY HYDRO-VAC OR HAND DIGGING**
- 7) Provide work supervision and clerical support throughout duration of project.
- 8) Comply with all safety requirements of DCP Midstream NGL Operations. All workers must go through site/NGL safety orientation once annually.
- 9) Attend daily safety tailgate meetings during construction at the work site.
- 10) Comply with all DCP Midstream policies and procedures regarding Hot Work Permitting.
- 11) Provide all required PPE for tasks including hard hat, safety glasses/face shield, FR clothing, steel-toe boots, and hearing protection.
- 12) All excavation permitting, related safety gear and equipment, and the compliance with all DCP and OSHA requirements will be the Contractor's responsibility.



Construction Scope of Work

Wattenberg DIA MLV Automation Project

12/9/2019

Rev. 1

Project Manager: Quay Chan, QChan@dcpmidstream.com, Office: (303) 605-2007, Cell: (720) 347-8242

- 13) Protect all work, DCP Midstream property, and other's property from damage, injury, or loss arising in connection with this work.
- 14) Maintain a safe and orderly job site for duration of project and be responsible for site clean-up.
- 15) Clean entire site of all debris and construction waste and ensure all spare equipment is stored and secured properly. This includes coordinating pick-up of all rented equipment.
- 16) Read, understand, and follow DCP procedures included with Bid Request.
- 17) Assist in pre-commissioning work once construction is complete.
- 18) Provide applicable construction documentation to DCP Project Manager for DCP Job Book

Civil/Structural Scope

Contractor shall provide all labor, equipment, and materials to construct valve station in accordance with provided drawings and DCP Required Practices. Scope includes, but not limited to:

- 1) Solar switch rack skid slab foundation
 - a) Bottom of battery cabinet must be at least 24" above grade
- 2) VSAT dish foundation
- 3) Fence post foundations
- 4) Instrument stands
- 5) Remove perimeter hand rail
- 6) Procure/install new fencing per plot plan. Existing fencing can be reused as appropriate and existing swing gates to be relocated.
- 7) Clear expanded area of shrubs and vegetation

Mechanical/Piping Scope

Contractor shall provide all labor, equipment, and materials to construct valve station in accordance with provided drawings and DCP Required Practices, unless otherwise specified. Scope includes, but not limited to:

- 1) Unload and set Solarcraft solar switch rack skid. Equipment is to be set and secured to slab foundation.
 - a) Mount light pole assembly (if shipped loose)
- 2) Mount electric actuator to existing valve
 - a) Actuator supplied by DCP
- 3) Procure and install all piping and materials for pressure indicating transmitters
 - a) 2" 900# ball valves are existing



Construction Scope of Work

Wattenberg DIA MLV Automation Project

12/9/2019

Rev. 1

Project Manager: Quay Chan, QChan@dcpmidstream.com, Office: (303) 605-2007, Cell: (720) 347-8242

Instrumentation and Electrical Scope

Contractor shall provide all labor, equipment, and materials to construct valve station in accordance with provided drawings and DCP Required Practices, unless otherwise specified. Scope includes, but not limited to:

- 1) Supply and install all conduit, fittings, and wiring for electric actuator.
 - a) DCP shall wire and terminate actuator.
- 2) Supply and install all conduit, fittings, wirings, material, and tubing for pressure indicating transmitters
 - a) DCP shall provide pressure transmitters and 2-way manifolds
- 3) Supply and install all conduit, fittings, and wiring for Solarcraft skid
 - a) DCP to terminate PLC
- 4) Supply and install all conduit, fittings, and wiring for VSAT dish.
 - a) DCP shall mount and terminate VSAT dish
- 5) All below-ground conduits shall have at least 30" of cover (frost line). Conduits shall be grouped together where practical to minimize trenching.
- 6) All conduits and wires shall be tagged / labeled as listed in drawing details.
- 7) Conduit seals shall be poured once all wiring has been checked by DCP.
- 8) Assist in commissioning the meter station once construction is complete.
 - a) Coordinate with DCP Operations to complete installation checks, pre-startup safety review, and any punch-list items.
- 9) Ground existing and new fencing

Procurement Scope

DCP Midstream will provide the following material:

- 1) Solarcraft solar switch rack skid
- 2) Micro PLC
- 3) (2) Pressure Transmitters with 2-way manifold
- 4) VSAT Dish, mast and mounting adapter
- 5) Electric actuator

Contractor is responsible for providing all remaining materials to complete the construction of the valve station.



Construction Scope of Work
Wattenberg DIA MLV Automation Project

12/9/2019

Rev. 1

Project Manager: Quay Chan, QChan@dcpmidstream.com, Office: (303) 605-2007, Cell: (720) 347-8242

Supporting Documents and Procedures

Specifications provided are for bidding purposes only. Current copies should be requested prior to purchasing equipment or beginning work.

- 1) Valve Station Drawings
 - a) Overall Plot Plan
 - b) Electrical Area Classification
 - c) Electrical Grounding Plan
 - d) Electrical Conduit Routing Plan
 - e) MOV Wiring Diagram (reference only)
 - f) Electrical Details
 - g) Fence Details
 - h) Satellite Foundation Details
 - i) Solar Skid Slab Foundation
- 2) Survey Plat
- 3) Solarcraft Solar Skid Switch Rack Drawings
- 4) Electric Actuator Datasheet
- 5) Reference Pictures (Note: Pictures show 2" TOR fittings, which have now 2" ball valves installed)
- 6) DCP Required Practices and Specifications (*Note: some may not be applicable*)
 - a) Tailgate Meeting Form
 - b) Contractor Safety Handbook
 - c) General PPE Requirements
 - d) Excavations
 - e) Critical Lifting
 - f) Contractor Safety Handbook
 - g) Cranes, Chain, Hoist, Sling Inspection
 - h) General Construction Specification
 - i) DCP B31.4 Piping Specification
 - j) Welding Guidelines
 - k) Approved Manufacturers List
- 7) DCP Midstream Contractor Veriforce Covered Task List



Construction Scope of Work
Wattenberg DIA MLV Automation Project

12/9/2019

Rev. 1

Project Manager: Quay Chan, QChan@dcpmidstream.com, Office: (303) 605-2007, Cell: (720) 347-8242

Revision 1 Details

The following changes and scope additions are included in Revision 1:

1. Two PITs are to be direct mounted. For each PIT a 2" Male NPT x ½" Female NPT reducing bushing is required (Swagelok SS-32-RB-8).
NOTE: NO SINGLE STEP BUSHING ALLOWED; DIELECTRIC UNION REQUIRED ON CONDUIT
2. Ground wire to be supplied for each PIT
3. Final grading
 - a. Existing and expanded area (total area of 24' x 29') shall have 2" gravel. Gravel shall have maximum size of ¾".
 - b. Geotex 351 (or equivalent) non-woven geotextile matting shall be installed under gravel.

1/4 CO RER
 SEC 32/SEC 5
 3.25" AL UM. CAP
 PLS 14592

SE 1/4 SECTION 32
 T1S R65W 6TH PM

EXHIBIT A part 2

32|33
 5|4
 3.25" AL UM. CAP
 PLS 14592

N 89°54'27" E 2642.12'

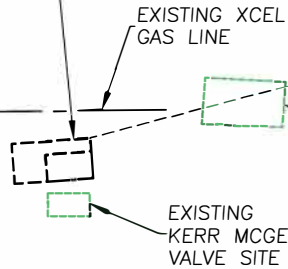
120TH AVE.

LINE	BEARING	DISTANCE
L1	S 04°21'58" E	7.00'
L2	S 85°38'02" W	24.00'
L3	S 04°21'58" E	14.00'
L4	S 85°38'02" W	17.00'
L5	N 04°21'58" W	21.00'
L6	N 85°38'02" E	41.00'

CITY AND COUNTY OF
 DENVER, COLORADO

NE1/4 SECTION 5
 T2S R65W 6TH PM

PROPOSED VALVE
 SITE EXPANSION
 (SEE DETAIL)



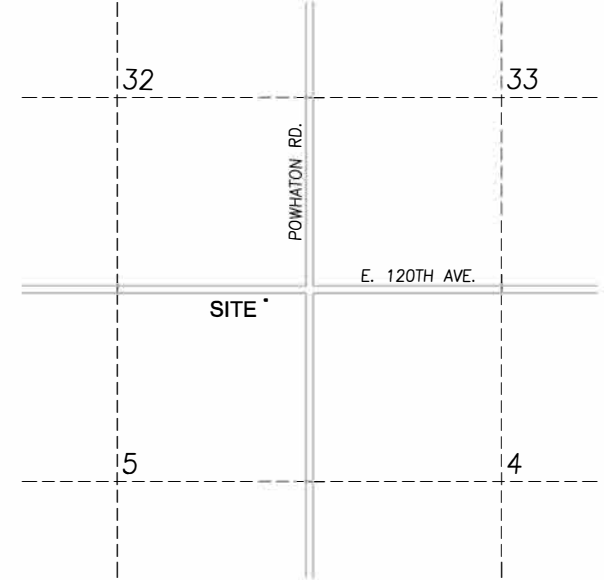
N 75°08'40" E 610.01' (SURVEY TIE)

EXISTING PERPETUAL EASEMENT
 EXHIBIT 'A'
 BOOK 3763 PAGE 407

EXISTING XCEL
 VALVE SITE

EXISTING
 KERR MCGEE
 VALVE SITE

POWHATON RD.



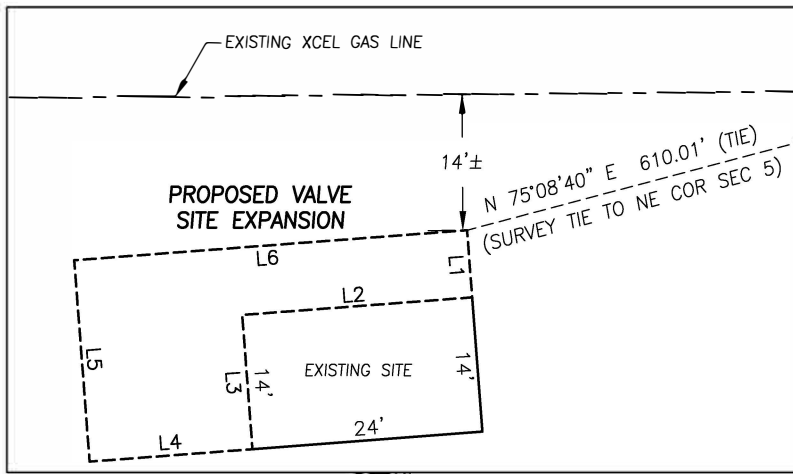
SITE

E. 120TH AVE.

SECTION MAP
 1"=1/2 MILE

LEGEND

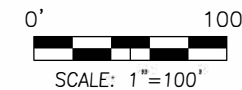
- x — FENCE
- BERM /GUA RRENCE
- ROAD
- EXISTING PIPELINE



DETAIL
 1"=20'

SCM-GRP VAN SCHAAK LLLP, ET. AL.

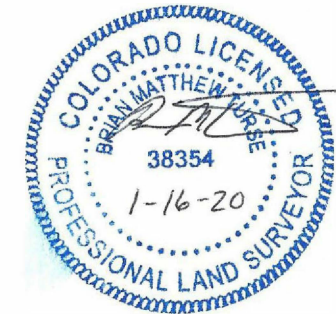
NE1/4 SECTION 5
 T2S R65W 6TH PM



NE 1/4 SECTION 5
 T2S R65W 6TH PM
 DENVER COUNTY

EXHIBIT "A"

PROPOSED VALVE SITE EXPANSION
 525 SQ FT



NOTES

- 1.) Locations of utilities (including pipelines) were determined from visible surface evidence. These locations, if shown, may not be accurate or complete. Other utilities not shown may exist. All utilities are to be identified and marked by others prior to excavation.
- 2.) All directions, distances and dimensions shown hereon are based on coordinates from the "Colorado coordinate system of 1983 north zone" (Article 52 of Title 38 C.R.S.) A.K.A. "grid", derived from R.T.K. G.P.S. techniques and/or the Online Positioning User Service offered by the N.G.S. Combined Factor (CF)=0.999722202; 1/CF=1.000277876
- 3.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- 4.) PIPELINE RIGHT-OF-WAY CALL: The pipeline may or may not be the centerline of the granted easement. In any event the full stated width of the granted easement shall be located on land(s) of Grantor to accommodate the pipeline.
- 5.) This Exhibit was prepared by Brian M. Turse, PLS 38354, for and on behalf of Centerline Surveying, LLC 7200 McMurry Ranch Rd, Bellvue, CO 80512.

CENTERLINE SURVEYING LLC

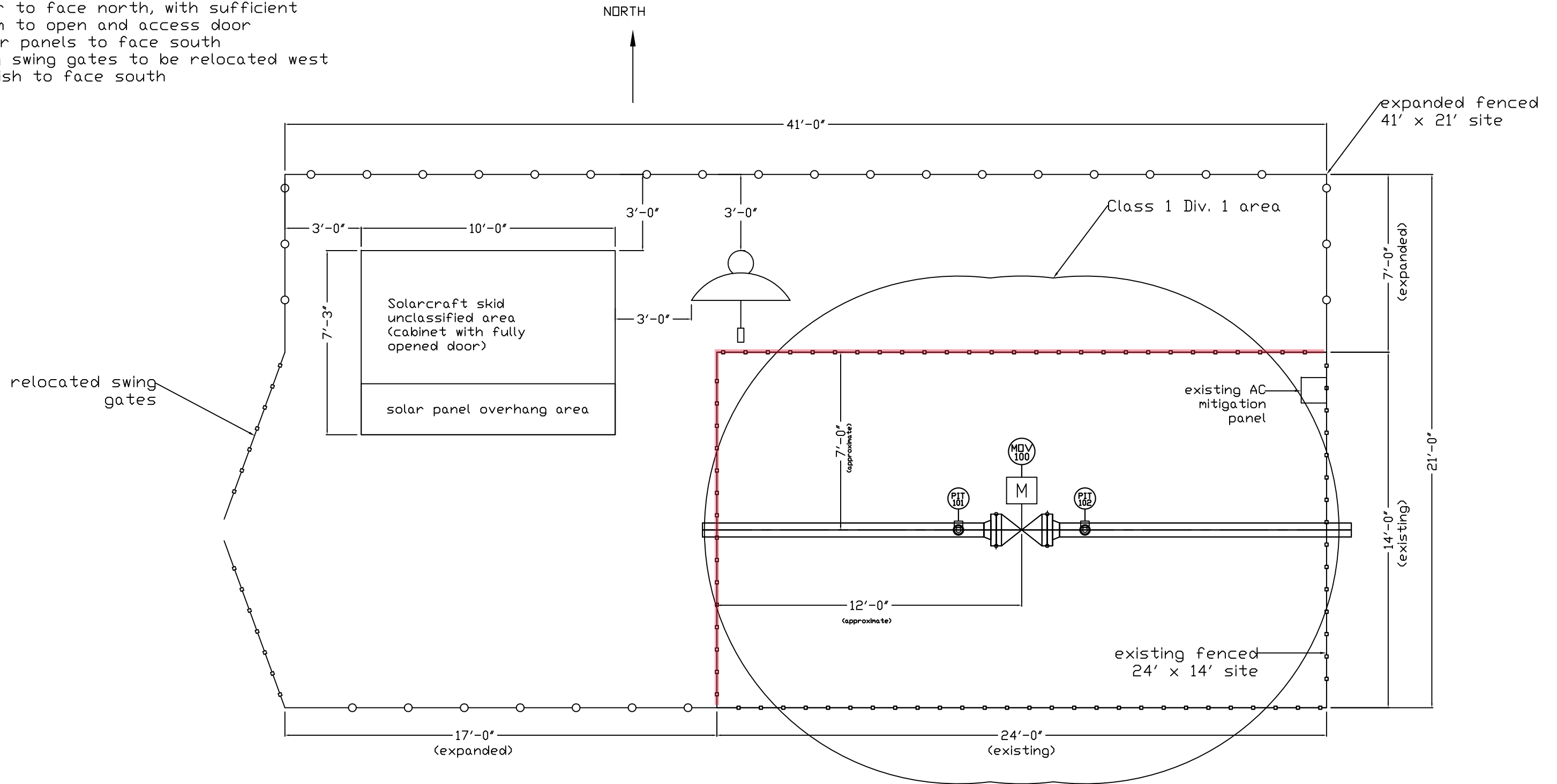


SCALE: 1"=100'	DRAWN BY: BMT	JOB NO.: 19030
DATE: 10/14/19	DATE REVISED: 01/16/20	AFE: 500217484
CITY & COUNTY OF DENVER		
WATTENBERG VALVE SITE EXPANSION NE1/4 SEC. 5 T2S R65W 6TH PM		DENVER COUNTY SHEET 1 OF 1

Notes:

1. Solarcraft skid notes:
 - 1.1. Dimensions shown are approximate and represent overall footprint
 - 1.2. Built to unclassified electrical area classification, so must be 10' minimum from control valve and 2' above grade
 - 1.3. Door to face north, with sufficient room to open and access door
 - 1.4. Solar panels to face south
2. Existing swing gates to be relocated west
3. VSAT dish to face south

EXHIBIT A part 3



REV.	DATE	REMARKS	BY	CHK'D	NOTES
0	10/10/2019		QC		
1	1/15/2020	revised to meet Xcel requirement	QC		
2					
3					
4					
5					
6					

DIA MLV Preliminary Plot Plan
(REFERENCE ONLY)



SCALE	NOT TO SCALE	DWG:
FILE NAME	.DWG	

EXHIBIT B

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION SITE ACCESS PERMIT

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Permittee shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and project/location aggregate.

- a. Such insurance shall also provide contractual liability covering liability assumed under this Permit (including defense costs assumed under contract) within the scope of coverages provided.
- b. Such insurance shall include Mobile Equipment Liability, if such equipment will be used on DEN premises under this Permit.

2. Business Automobile Liability:

Permittee shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Permit.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Permittee does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Permittee shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- d. If Permittee is an individual or represents that Permittee does not own any motor vehicles and Permittee's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

3. **Workers' Compensation and Employer's Liability Insurance:**
Permittee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. If Permittee is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

4. **Contractor's Pollution Legal Liability:**
Permittee shall maintain coverage for its work site operations that are conducted on DEN's premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and aggregate resulting from claims arising out of a pollution condition or site environmental condition resulting out of work site operations on DEN's premises.
 - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on the DEN premises.
 - b. Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Permittee's covered operations.

5. **Professional Liability (Errors and Omissions) Insurance:**
Permittee shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Permit.

6. **Property Insurance:**
Permittee is solely responsible for any loss or damage to their real or personal property including, without limitation, property, materials, tools, equipment, and structures. If Permittee carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section E will be required from its insurer.

7. **Unmanned Aerial Vehicle (UAV) Liability:**
If Permittee desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Permittee must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

8. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess policy(es) must follow form of the primary policies with which they are related to provide the minimum limits.

D. Additional Insured

For all coverages required under this Permit (excluding Workers' Compensation and Professional Liability, if referenced), Permittee's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers as Additional Insureds by policy endorsement.

E. Waiver of Subrogation

For all coverages required under this Permit, Permittee's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers by policy endorsement.

F. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Permit.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Permittee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

G. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Permittee.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
4. Provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City shall be provided on policies which the City requires Additional Insured status.
5. The insurance requirements under this Permit shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Permittee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Permit.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may be accepted by the City provided the retroactive date is on or before the Permit Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Permit is completed or the Permit is terminated, whichever is later.
7. Permittee shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Permittee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to the City at the time the Permittee signed this Permit.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.

10. Certificate of Insurance and Related Endorsements: The City's acceptance or approval of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Permit shall not act as a waiver of Permittee's breach of this Permit or of any of the City's rights or remedies under this Permit. The City's acceptance or approval of any submitted insurance certificate is subject to the approval of DEN Risk Management or its designee. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Permittee is solely responsible for ensuring they are in compliance with all insurance requirements and that all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its insurance providers shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
13. Permittee shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Permittee's failure to maintain the insurance required by this Permit shall be the basis for immediate termination of this Permit at DEN's sole discretion and without penalty to the City.



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: February 03, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 31, 2020** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200002
Superseded General Decision No. CO20190002
Modification No. 1
Publication Date: 01/31/2020
(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20200002 01/31/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ASBE0028-001 07/01/2019

Rates

Fringes

Asbestos Workers/Insulator
(Includes application of
all insulating materials,

protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 14.73

 BRCO0007-004 01/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON AND WELD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

 BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

 ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	12.50+3%

 ELEC0068-001 06/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

 ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20

Lineman and Welder.....\$ 44.92 25.25%+\$5.75

ELEC0113-002 06/01/2019

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.60	16.23

ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-001 05/01/2018

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70
Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

* IRON0024-003 11/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 30.85	22.26
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
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Laborers:

Pipelayer.....\$ 18.68 6.78

PLUM0003-005 06/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PLUMBER.....\$ 39.08 16.44

PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 35.17 11.70

PLUM0208-004 06/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

* SHEE0009-002 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95

* TEAM0455-002 07/01/2019

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.91	4.42
Tandem/Semi and Water.....	\$ 22.54	4.42

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 08-21-2019)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$13.00	\$2.92
Laborer (Flagger)		\$13.00	\$3.80
Laborer (Landscape)		\$13.00	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.