

1
2 **BY AUTHORITY**

3 ORDINANCE NO. _____
4 SERIES OF 2013

COUNCIL BILL NO. CB13-0425
COMMITTEE OF REFERENCE:
5 BUSINESS, WORKFORCE, & SUSTAINABILITY

6 **A BILL**

7 **For an ordinance approving a proposed On-Call Services Agreement between**
8 **the City and County of Denver and ATP Oilfield Services, LLC related to**
9 **roustabout services for oil and gas wells at Denver International Airport.**
10

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

12 **Section 1.** The proposed On-Call Services Agreement between the City and County of
13 Denver and ATP Oilfield Services, LLC, in the words and figures contained and set forth in that
14 form in the above-named Agreement available in the office and on the web page of City Council,
15 and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of
16 Denver, under City Clerk's Filing No. 2013-0545 is hereby approved.

17 COMMITTEE APPROVAL DATE: June 27, 2013

18 MAYOR-COUNCIL DATE: July 2, 2013

19 PASSED BY THE COUNCIL: _____, 2013

20 _____ - PRESIDENT

21 APPROVED: _____ - MAYOR _____, 2013

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

25 NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

26 PREPARED BY: Debra Overn, Assistant City Attorney  DATE: July 3, 2013

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

31 Douglas J. Friednash, City Attorney for the City and County of Denver

32 BY: _____, Assistant City Attorney DATE: July 3, 2013

ON-CALL SERVICES AGREEMENT

THIS ON-CALL SERVICES AGREEMENT ("Agreement") is made and entered into this on the date indicated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **ATP OILFIELD SERVICES, LLC** ("Contractor").

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and requires lease maintenance, roustabout, flow-line installation, snow removal, and other services or supplies for oil and gas wells at DIA per the services or supplies listed on Exhibit A; and

WHEREAS, Contractor is qualified and ready, willing, and able to perform the services as set forth in this Agreement in a timely, efficient, and economical manner at DIA;

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

1. LINE OF AUTHORITY:

The City's Manager of Aviation, her designee or successor in function (the "Manager") authorizes and directs all work performed under this Agreement. Until otherwise notified by the Manager, the Properties Officer at DIA (the "Director") is designated as the authorized representative of the Manager through whom services performed under this Agreement shall be directed and coordinated. Administrative reports, memoranda, correspondence and other submittals required of **Contractor** shall be processed in accordance with the Deputy Manager's directions.

2. MATERIALS AND SERVICES TO BE PROVIDED:

A. Contractor agrees that when and as instructed in writing from the Director or his delegee by a "Task Order" (Form - Properties-01), Contractor shall provide lease maintenance, roustabout, flow-line installation, snow removal and other services or supplies listed on **Exhibit A** ("Scope of Work") for City-owned oil and gas wells at DIA, and to provide any service or materials as specified on the "Task Order."

B. All materials, supplies and equipment furnished or services performed under the terms of this Service Agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596) as well as with other applicable federal, state and local codes.

C. No guarantees have been made by the City that any quantities previously estimated by it will be ordered by it.

D. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered which occur prior to delivery to the City; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

E. Services are to be provided as soon as possible after a Task Order is placed, as directed by the City or its authorized representatives.

F. The City reserves the right to purchase services from other sources.

G. Contractor shall furnish a performance bond or, in the alternative, an irrevocable letter of credit from a local financial institution, in the amount up to \$1,000.00 within ten (10) days of receipt of a written notice from the Director requesting such instrument. The performance bond must be executed by the owner, a general partner or, if a corporation, the secretary's signature and the seal of the corporation must be affixed.

H. By mutual agreement of the parties, the specifications in Exhibit A can be changed by letter agreement signed by the Contractor and the Director.

I. Contractor shall comply with the prices and procedures set forth in **Exhibit A** hereto, or the most current revision of Exhibit A per subsection H above, or the costs agreed upon per the relevant task order.

3. **COMPENSATION AND PAYMENT:**

A. **Fee:** The City hereby agrees to pay the Contractor, and Contractor agrees to accept as its sole compensation for its services rendered under this Agreement, rates and reimbursable expenses as outlined in **Exhibit A**.

B. **Payments:** Payments will be made to Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, *et. seq.*, subject to the Maximum Contract Liability set forth below. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

C. **Invoices:** Payments shall be based upon bi-weekly invoices and receipts submitted by Contractor that have been audited and approved by the City, stating the work performed during the period covered by the invoice. The amounts shown on the invoices shall comply with and clearly reference the Scope of Work and the rates applicable. An officer of Contractor shall sign each invoice and certify that he has examined the invoice and has found it to be correct.

D. The City reserves the right to reject and not pay any invoice or part thereof where the Manager determines that the amount invoiced exceeds the amount which should be paid based upon the work which has been performed. The City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under the provisions of this

contract shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. Section 5-17.

4. MAXIMUM CONTRACT LIABILITY; FUNDING:

A. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of Six Hundred Thousand Dollars (\$600,000.00).

B. The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Contractor acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. TERM:

The Term of this Agreement shall commence on January 1, 2013, and shall terminate December 31, 2015, unless sooner terminated as provided in this agreement; provided, however, the Agreement may be extended for up to two years, at the Manager's option, by written notice from the Manager to Contractor. The Term of this Agreement otherwise may be increased only by amendment to this Agreement. Should for any reason the term expire prior to the completion by Contractor of a task, then in the Manager's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

6. EXAMINATION OF RECORDS:

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor's which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

B. The City and the Auditor of the City or any of his duly authorized representatives, until the expiration of three years after the final payment under this Agreement, shall have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor which are related to work performed under this Agreement without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

7. STATUS OF CONTRACTOR:

It is agreed and understood by and between the parties hereto that the status of Contractor shall be that of an independent contractor retained on a contractual basis to perform services for limited periods of time as described in Section 9.1.2 (C) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

8. ASSIGNMENT:

Contractor shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Manager. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Manager, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Manager.

9. CONTRACTORS AND SUBCONTRACTORS:

A. Although Contractor may retain, hire, and contract with outside subcontractors for work under this Agreement, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the Manager or his authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the Manager. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because Contractor's represented professional qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed outside subcontractor for this work deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of outside subcontractors or subcontractors or to limit the percentage of work to be performed by them, all in his sole and absolute discretion.

10. PROMPT PAY TO SUBCONTRACTORS

Contractor is subject to D.R.M.C. Section 20-112 wherein Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. 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).

11. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, Contractor agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment 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 Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

12. INSURANCE:

A. Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as **Exhibit B** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Contractor shall submit to the City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Contractor shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

B. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

C. Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

D. Unless specifically excepted in writing by the City's Risk Management Administrator, Contractor shall include all subcontractors performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Contractor shall insure that each subcontractor complies with all of the coverage requirements.

E. 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

13. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by a trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

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

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

14. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of the City and County of Denver.

15. TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days prior written notice to Contractor, and with cause on ten (10) days prior written notice to Contractor. In the event of termination by the City for default hereunder, Contractor shall be allowed five days to commence remedying its defective performance, and in the event Contractor diligently cures its defective performance to the City's satisfaction, within a reasonable time as

determined solely by the City, then this Agreement shall not terminate. However, nothing herein shall be construed as giving Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If Contractor is discharged before all the services contemplated hereunder have been completed, or if Contractor's services are for any reason terminated, stopped or discontinued because of the inability of Contractor to provide service under this Agreement, Contractor shall be paid only for those services satisfactorily performed prior to the time of termination.

C. Upon termination of this Agreement by the City, Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City Contractor shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

16. NOTICES:

Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Contractor to: Manager of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to: ATP Oilfield Services, LLC
Attn: Alexander B. Platt
22670 County Road 30
Hudson, CO 80642

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

17. RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and Contractor that any person other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

19. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Contractor from City facilities or participating in City operations.

20. CITY SMOKING POLICY:

Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

21. GOVERNING LAW; BOND ORDINANCES; VENUE:

A. This Agreement is made under and shall be governed by the law of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

B. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

C. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

22. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and D.R.M.C. § 20-90, and the Contractor is liable for any violations as provided in said statute and ordinance.

B. The Contractor 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 Contractor 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 Contractor 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 D.R.M.C. § 20-90.3.

23. PREVAILING WAGE:

Contractor shall comply with the City's Prevailing Wage Ordinance, D.R.M.C. § Section 20-76 *et seq.*, as such Ordinance may apply to Contractor's activities under this Agreement. Initial rates are as stated in **Exhibit C**. The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C § 20-77.

24. ADMINISTRATIVE HEARING:

Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. Section 5-17. The parties agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

25. PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

26. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

27. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver. This Agreement may be signed electronically by either party in the manner specified by the City.

END OF DOCUMENT

SIGNATURE PAGES AND EXHIBITS FOLLOW

Contract Control Number: PLANE-201208180-00

Contractor Name: ATP Oilfield Services 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:

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

By _____

By _____

By _____



Contract Control Number: PLANE-201208180-00

Contractor Name: ATP Oilfield Services LLC

By: 

Name: ALEX PLATT
(please print)

Title: OWNER
(please print)

ATTEST: (if required)

By: _____

Name: _____
(please print)

Title: _____
(please print)

11/11 11:11 AM 11/11 11:11 AM 11/11 11:11 AM 11/11 11:11 AM 11/11 11:11 AM 11/11 11:11 AM 11/11 11:11 AM 11/11 11:11 AM 11/11 11:11 AM 11/11 11:11 AM



EXHIBIT A - SCOPE OF WORK AND FEE SCHEDULE

ATP Oilfield Services

22670 CR 30

Hudson, Co 80642

Phone: 303-304-4309

Fax: 303-990-5320

Schedule of Roustabout Equipment Fees -DIA

Effective January 1, 2013

Description	Rate Per Hour
Extra labor (when required or requested)	\$60.00
1 ton w/ trailer	\$145.00
1 ton w/o trailer	\$110.00
4-wheel drive w/ operator	\$84.00
30 ton winch truck w/ operator	\$165.00
30 ton winch truck w/ lowboy trailer	\$165.00
Dozer w/ operator	\$150.00
Loader w/ operator	\$150.00
Grader w/ operator	\$150.00
1 ton trailer	\$50.00
Backhoe w/ operator	\$110.00
Skidster w/ operator	\$100.00
Skidster w/ attachments / trencher/forks/auger	\$25.00

Please note the following is Applicable to all work:

**** Travel time on all equipment to be charged both ways.**

**** A fuel surcharge will be charged on all equipment usage. Current fuel surcharge is 10%.**

**** Roll offs that are dumped and returned will be charged as new rental.**

**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201208180 – On Call Services Agreement, Roustabout

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___ Project ___ Location ___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area		
Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Contractors Pollution Liability Coverage (including asbestos)

Coverage: Contractors Pollution Liability

Minimum Limits of Liability (In Thousands)	\$1,000 per occurrence, \$1,000 aggregate
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Any Policy issued under this section must contain, include or provide for the following:

1. Coverage must extend, by endorsement or otherwise, to cover the full scope of all work performed by, or on behalf of, the Insured under the Insured's contract with the City.
2. Coverage shall cover the Insured's completed operations for a period no less than 3 years.
3. City, its officers, officials and employees as additional insureds, and shall include liability and defense of claims arising out of the work performed by, or on behalf of, the Insured.
4. Full limits of coverage dedicated to apply to this project/location.
5. Waiver of Subrogation and Rights of Recovery against the City and County of Denver, its officers, officials and employees.
6. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).
7. If the coverage is written on a claims-made basis
 - a. the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and
 - b. continuous coverage will be maintained or an extended reporting period will be maintained for a period no less than three (3) years beginning from the time that work under this contract is completed.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

Dates: DIA Oil & Gas 2013						
Mod # 104						
-21-13						
Job: CO120012						
	<u>Rate</u>	<u>Fringe</u>	<u>Total</u>	<u>Ot/hr</u>	<u>Overtime</u>	
	\$ 31.60	12.570	44.170	\$ 47.400	\$ 59.970	
Factors:	\$22.05	\$6.25	\$28.30	\$33.08	\$39.33	
	\$24.59	\$6.55	\$31.14	\$36.89	\$43.44	
Factors:	\$ 16.36	2.480	18.840	\$ 24.540	\$ 27.020	
Factors:						
	\$ 23.32	10.630	33.950	\$ 34.980	\$ 45.610	
Group 3)	\$ 23.67	10.670	34.340	\$ 35.505	\$ 46.175	
s (Group 3)	\$20.88	\$6.12	\$27.00	\$31.32	\$37.44	
)	\$ 23.82	10.680	34.500	\$ 35.730	\$ 46.410	
nd (Group 2)	\$13.87	\$5.31	\$19.18	\$20.81	\$26.12	
)	\$13.87	\$5.31	\$19.18	\$20.81	\$26.12	
Group 2)	\$13.87	\$5.31	\$19.18	\$20.81	\$26.12	
	\$20.37	\$6.06	\$26.43	\$30.56	\$36.62	