

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS**

CONTRACT NO. 201208981

On-Call Construction Services

CONTRACT

THIS CONTRACT AND AGREEMENT, made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," party of the first part, and **MILENDER WHITE CONSTRUCTION CO.**, hereinafter referred to as the "Contractor," party of the second part,

WITNESSETH, Commencing on August 31, 2012, and for at least three (3) days the City advertised a solicitation for qualifications and proposals from qualified general contractors to perform services for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

ON CALL CONSTRUCTION SERVICES

WHEREAS, proposals pursuant to said advertisement have been reviewed, evaluated and ranked by a selection committee and a recommendation was made to the Manager of Public Works, who has recommended that a Contract for said work be made and entered into with the above named Contractor, and

WHEREAS, said Contractor is now willing, able and has the present capacity to perform all of said work in accordance with this Construction Contract, said advertisement and the referenced selection documents.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

1. CONTRACT DOCUMENTS

It is agreed by the parties hereto that the following list of documents, instruments, technical specifications, plans, drawings and other materials which are attached hereto and bound herewith, incorporated herein by reference or otherwise referenced in these documents constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said documents, instruments, technical specifications, Plans, Drawings and other materials taken together as a whole constitute the Contract between

the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

Notice of Availability of Requests for Proposals
Requests for Proposals
Contractor Proposal
Commitment to M/WBE Participation
Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.
Addenda (as applicable)
Equal Employment Opportunity Provisions (Appendix A and Appendix F)
Contract Form
General Contract Conditions (incorporated by reference only)
Special Contract Conditions
Notice to Apparent Successful Proposer
ACORD Certificate of Insurance
**Performance and Payment Bond*
**Change Rider*
**Proposal Request*
**Proposal Request Pricing Worksheet*
**Work Order*
**Work Order Notice to Proceed*
**Contractor's Work Order Certification of Payment Form*
**Work Order Final/Partial Lien Release Form*
**Work Order Final Receipt*
**Work Order Change Orders (as applicable)*
Federal Requirements (as applicable)
Prevailing Wage Rate Schedule(s)
Technical Specifications (as applicable)
Work Order Contract Drawings (as applicable)
Work Order Scope of Work (as applicable)
Work Order Accepted Shop Drawings (as applicable)

*Forms attached to Special Conditions

2. SCOPE OF WORK

This Contract contemplates performance of construction services by the Contractor on a variety of, as yet to be identified, City construction Projects on an "as needed" or "on call" basis. Work on any assigned Project may require completion within a short time duration or may be of an emergency or time sensitive nature and prompt turnaround of Projects will be required. As such the Contractor shall have all necessary resources available, on an as-needed basis, to complete each such Project when directed by the City during the Term of the Contract, in accordance with the terms and conditions of this Contract. The Contractor agrees to price all Work described in any Proposal Pricing Request issued hereunder, in accordance with the prices for covered items and terms and conditions contained herein and further agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and

complete all of the Work described in any Work Order issued by the City in accordance with the terms and conditions set forth herein.

3. TERMS OF PERFORMANCE

For any proposal Pricing Request submitted to the Contractor by the City for pricing, the Contractor agrees to review and, in good faith, submit comprehensive prices for each such Request within fourteen (14) consecutive calendar days of the issuance of such Request. In the event the City elects, at its sole discretion, to issue a Work Order pursuant to such a Request, the Contractor agrees to undertake the performance of all work described or referenced in the Pricing Request and Work Order and all other work necessary to complete the project in accordance with all plans and specifications within ten (10) consecutive calendar days of the issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily perform and complete all Work or effort required to complete the scope of work or project described in each issued Work Order within the period of performance specified in the Work Order and Notice to Proceed, plus such extensions of time as may be granted by the Manager in accordance with the provision of the General Contract Conditions and Special Contract Conditions incorporated herein.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under each authorized Work Order, in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein.

5. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of the Work under this Contract, the Contractor 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 the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

6. COMPLIANCE WITH M/WBE REQUIREMENT

This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of **fifteen percent (15%)** established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Division of Small Business Opportunity Compliance Plan (attached and incorporated herein as Attachment 2). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed

M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

7. WAGE RATE REQUIREMENTS

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

8. APPLICABILITY OF LAWS

The Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

9. APPROPRIATION

The amount of money, which has been appropriated and encumbered for the purpose of this contract, to date, is equal to or in excess of the Contract Amount. The Manager, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds, which remain available for payment for all Work under the Contract.

The issuance of any change order or other form or order or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the contract is expressly prohibited. In no event shall the issuance of any change order

or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount available under the Contract to exceed the amount appropriated and encumbered for this Contract, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation, sufficient to cover the entire cost of such additional work, has been made.

It shall be the responsibility of the Contractor to verify that the amounts already appropriated for this Contract are sufficient to cover the entire cost of such work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this contract, without the proper authorization for such work, and at the Contractor's own risk.

10. APPROVALS

In the event this Contract calls for the payment by the City of five hundred thousand dollars (\$500,000.00) or more, approval by the City Council of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this contract.

11. ASSIGNMENT

The Contractor shall not assign any of its rights, benefits, obligations or duties under this Contract except upon the prior written consent and approval of the Manager to such assignment.

12. DISPUTES RESOLUTION PROCESS

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-33 D.R.M.C. for Minority and Woman Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

13. CONTRACT BINDING

It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

14. 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.

15. SEVERABILITY

It is understood and agreed by the parties hereto that, if any part, term, or provision of this Contract, except for the provisions of this Contract requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

16. MAXIMUM CONTRACT AMOUNT

Each Project will be assigned and authorized separately by Work Order and the maximum liability of the City for any one Project shall not exceed the sum of **Four Hundred Thousand Dollars (\$400,000.00)**, including all authorized Work Order changes. The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Work Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed the sum of **FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00)**, unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto.

17. TERM

The term of this agreement shall be from March 1, 2013 through February 28, 2016, unless extended by mutually agreeable contract amendment initiated at the sole discretion of the City. If the term of any Work Order extends beyond the Term, this Agreement shall remain in full force and effect but only as to such Work Order, and only through the end of the Work Order's term, as may be extended by Change Order to such Work Order.

18. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: PWADM-201208981-00

Contractor Name: MILENDER WHITE CONSTRUCTION CO

By: 

Name: DARREN HINTON
(please print)

Title: SENIOR VICE PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES
Department of Public Works**

General Contract Conditions

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**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS**

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

Except as amended herein or in the attached Technical Specifications, all Work performed under the terms of this Contract shall be governed by the applicable provisions of the following latest editions:

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, (The Index for which is bound herein and commonly referred to as the "Yellow Book") 2011 Edition)

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Management Division

– *Standard Detail Drawings*

– *Storm Drainage and Sanitary Sewer Construction Detail and Technical Specifications*

Colorado Department of Transportation:

*Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2011 Edition)*

Federal Highway Administration:

Manual on Uniform Traffic Control Devices for Streets & Highways (MUTCD)

Building & Fire Codes:

Building Code of the City and County of Denver

The building code for the City and County of Denver is based on the 2011 National Electrical Code, NFPA code 72 (National Fire Protection Association) and the 2009 Series of I-Codes, City and County of Denver Amendments 2009.

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5th floor), Denver, CO 80202.

The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at:

http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx.

Transportation Standards and Details for the Engineering Division and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

The “*Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*” is available for review on CDOT’s website at <http://www.coloradodot.info/> and can be purchased from the Colorado Department of Transportation.

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review at the Federal Highway Administration Website at: www.fhwa.dot.gov, The FHWA website also contains purchasing information.

SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 203 DEPARTMENT OF PUBLIC WORKS, and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The City Engineer shall have supervisory responsibility over the Project Manager.

SC-3 LIQUIDATED DAMAGES

Should the Contractor fail to complete any Work Order within the Contract Time allocated in that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, **at the liquidated damages rate specified in that Work Order**, for each consecutive calendar day that the Contractor exceeds the period of performance specified in the Work Order, all in accordance with the provisions of General Contract Condition 602.

If the Contract fails to commence work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for a referenced Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the liquidated damages rate specified in the fully executed Work Order, for each consecutive calendar day after the expiration of the initial ten (10) day period after issuance of a Notice to Proceed that the contractor fails to commence Work on a fully executed Work Order issued by the City, all in accordance with provisions of General Contract Condition 602.

Representative hourly rates for the City administrative costs described in General Contract Condition 602.2 shall be as follows for this Project:

Project Manager	\$69 per hour
Project Engineer	\$63 per hour
Inspector	\$49 per hour
Surveying, if necessary	\$100 per hour

SC-4 SUBCONTRACTS

In accordance with General Contract Condition 501, SUBCONTRACTS, no limit shall apply to that percentage of the Work which may be sublet providing that the subcontractors receive prior approval in accordance with General Contract Condition 502, SUBCONTRACTOR ACCEPTANCE.

SC-5 BUILDING INSPECTION DIVISION PLAN REVIEW FEES

GC-317 of the General Contract Conditions shall apply to this Contract as supplemental by the following:

In addition to all permit and license fees required by GC-317, the Contractor is required to pay to the Building Inspection Division all plan review fees which may come due as a percentage of the Building Permit Fee in accordance with Chapter 1, Section 138.1 of the Denver Amendments to the Uniform Building Code (2009). For additional plan review fees that may be due as a result of the requirements of Denver Amendments Table 1-C footnote 4, the Contractor shall be entitled to compensation for the actual cost of all such fees paid, without any additional mark up, by execution of a change order in accordance with General Condition 1101.

SC-6 CONTRACT FORMS

In accordance with the terms and conditions of the Contract Documents, the City requires the use of certain form documents in complying with or satisfying various obligations, notifications and conditions in contracting with the City or performing Work hereunder. These form documents are referenced by title

throughout the Contract Documents for mandatory use as directed. The following listed and attached forms shall be detached and utilized in accordance with the Contract Documents:

1. Notice to Successful Proposer (for Contract only)
2. Certificate of Insurance (for Contract only)
3. Notice to Proceed
4. Final Receipt

SC-7 WAGE RATE SCHEDULE

General Contract Title 10 shall be amended by adding the following:

All work that has specialized skills or that has safety concerns shall be performed by the appropriate level tradesman including, but not limited to, work on energized, or potentially energized, electrical circuits until the circuit has been positively identified as having been de-energized; work on pressurized piping; work in potable waterlines; shoring and scaffolding; work involving handling refrigerants and hazardous materials; heavy equipment operation and work involving asbestos. Work not involving energized circuits, pressurized piping, etc. may be performed by personnel in demolition laborer classification.

SC-8 CONSTRUCTION INSPECTION BY THE CITY

General Condition 1701, CONSTRUCTION INSPECTION BY THE CITY, is modified as follows:

1702.1 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

.2 Building Inspections will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

.3 When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

SC-9 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

SC-10 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

SC-11 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES

The Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

SC-12 PERIOD OF PERFORMANCE

The term or duration of this Agreement shall be two (2) years from the date of execution of this Agreement, unless extended by Contract amendment in accordance with the provisions of these Special Contract Conditions. With respect to any Work that is authorized by a Work Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the Work in progress and pay only for that portion of the Work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining Work at the prices agreed upon in the previously issued Work Order(s).

For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor agrees to review and price the Proposal Request within fourteen (14) consecutive calendar days of the date of such Proposal Request. In the event a Work Order is issued pursuant to a priced Proposal Request, the Contractor agrees to undertake the performance of the specified Work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily complete all work referenced in each Work Order within the agreed upon period of performance set forth in such Work Order or Notice to Proceed, plus such extension or extensions granted by the Manager in accordance with the provisions for Work Order Changes. For purposes of this Contract, “Contract Time”, as used in the General Contract Conditions, shall mean the period of performance specified in each issued Work Order and shall run from the date of issuance of a Work Order Notice to Proceed to the date of Work Order Final Completion. Work Order Substantial Completion shall occur prior to Final Completion of any Work Order.

SC-13 PERFORMANCE OF WORK, AS DIRECTED BY THE CITY

Titles 1 and 3 of the General Contract Conditions shall generally apply to this Contract as supplemental by the following:

As described elsewhere in the Contract Documents, this Contract contemplates performance of construction services Work by the Contractor on a variety of, as yet to be identified, City construction Projects on an “as needed” or “on call” basis. Under the terms of this Contract, the City, in its sole discretion, will determine both the extent and nature of each scope of work or project it requires the Contractor to perform or complete and the specific terms and conditions under which it requires the

Contractor to perform or complete this scope or project. Nothing contained herein, however, shall be construed by the Contractor as promise or guarantee of any minimum amount of Work or compensation hereunder.

In the event the City elects to direct the Contractor to perform work hereunder, the process by which both a specific work scope or project and specific performance terms or conditions shall be established prior to commencement of such work shall be as follows:

1. The City will identify a work scope or project for the Contractor to perform or complete and will issue to the Contractor a Proposal Pricing Request (in the format provided herein) containing, at a minimum, a detailed scope or project description, drawings, plans, specifications, the specific terms and conditions under which such project or scope must be performed and other pertinent materials.
2. In accordance with the terms and conditions of this Contract, the Contractor will review each Proposal Pricing Request and provide a price (in the Proposal Request Pricing Worksheet format provided herein) and a project schedule responsive to each Proposal Pricing Request. In preparing its price, the Contractor shall include all bid unit prices for any required or specified work that corresponds with any unit price description (covered work). All other scope or project work elements required to complete the project or otherwise fully perform the described scope shall be considered uncovered work and priced using the format and cost categories for labor, material and equipment specified herein.
3. Upon receipt of the completed and fully executed Proposal Request Pricing Worksheet from the Contractor, negotiation of uncovered work prices or sums and agreement on the Total Price (the total of covered and uncovered prices), schedule and any other specific requirements for the requested scope of Work, a Work Order (in the format provided for herein) for the Work will be issued by the City authorizing the Work to proceed under the terms and conditions set forth in the Work Order and attachments. This Order shall also encumber funds for the performance of such Work Order.
4. Upon receipt of the fully executed Work Order and a Work Order Notice to Proceed (in the format provided for herein), the Contractor shall have ten (10) consecutive calendar days to commence the performance.
5. With respect to each issued Work Order, the contractor shall furnish all tools, labor, supplies, equipment, materials and everything necessary to perform and complete the described scope of work or project contained in the Work Order.
6. During the course of performance of the Work authorized by each Work Order, the Contractor shall submit regular pay applications, in accordance with provisions of these Special Contract Conditions. The City shall issue payment for all satisfactorily completed Work authorized by Work Order, in accordance with the terms and conditions of the Contract Documents.
7. If additions, deletions or other modifications to the authorized Work scope or other terms or conditions are required or desired in the sole discretion of the City under a particular Work Order, a Work Order Change will be issued based on pricing prepared in the same manner as a Proposal Pricing Request and under the terms and conditions for issuance of a Change Order under the General Contract Conditions. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.
8. Upon satisfactory completion, notice of Substantial Completion and Final Completion of the Work authorized and performed under each Work Order, Work Order Close-Out will occur, a Final Receipt for that Work Order will be issued, and final payment for the Work Order will be made.
9. Under this Contract, more than one Work Order may be issued and performed by the Contractor at the same time.

Given that under this Contract, the Contractor is committed to make available to the City and, as from time to time directed by the City under the process described, furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete each Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will

not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis.

As such, the term Work, as issued in the Contract Documents shall mean the Contractor's equipment and physical plant, labor, management, administration, supervision, materials and supplies, and all other things needed to assemble, manufacture, complete or perform the various components into finished improvements pursuant to any Work Order issued pursuant to the Contract Documents. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder.

SC-14 PERFORMANCE AND PAYMENT BOND

Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work Orders performed hereunder. An initial bond in the amount of Fifty Thousand Dollars shall be provided at time of Contract Execution. In the event the dollar amount of Work to be performed exceeds this amount on any given Work Order, the Contractor shall provide properly executed bond Change Riders, also in the form included in these Contract Documents, in the amount(s) of any additional Work Orders issued hereunder.

SC-15 PROPOSAL REQUEST PRICING

Title 9 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A. In order to initiate Work hereunder, the City must prepare and issue a Proposal Pricing Request, in the form included in these Contract Documents. For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor shall price the request and submit a completed Proposal Request Pricing Worksheet, in the form included in these Contract Documents and complying with the terms and conditions set forth on the form, to the Project Manager, with all supporting materials, within fourteen (14) consecutive calendar days of the date of issuance of such Proposal Pricing Request. The Contractor shall price each request and prepare the appropriate documentation in accordance with the requirements stated herein.

B. **Prices** – The City's policy is to award Work Orders by a mini-bid process. If a mini-bid process is used, Contractor may submit lump sum prices. Upon request Contractor will provide detailed pricing information. If the City determines that a mini-bid process is not appropriate, then the Contractor will provide detailed pricing information, reference Proposal Request Pricing Worksheet.

Direct labor costs shall include only the cost associated with the workers who actually perform the Work (including fringe benefits and the Contractor's actual cost for Worker's Compensation, Social Security and Payroll taxes). The costs of supervision, management and field or office overhead costs shall not be included or calculated as direct labor cost. For shop or plant components of the Work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.

Material costs shall include the direct costs of materials, supplies and equipment incorporated in or consumed by the Work. The costs shall be based on buying the material, supplies and equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.

Equipment costs shall be the actual cost to the Contractor of owned and/or rented equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.

C. **Markup for Overhead and Profit** – The Contractor shall be entitled to 6.5% of markup on the direct cost of the subcontractor’s work, including labor, materials, and equipment. The Contractor shall not apply markup to Special Conditions, markup, or bonds, taxes or insurance. The Contractor, subcontractor or sub-subcontractor who actually performs the Work shall be entitled to a markup of 12% on the actual costs identified in item B, only, above. For terminology and methodology applicable to Work Order pricing, refer to General Contract Conditions (2011 Edition) Titles 9 and 11, Special Conditions 15 through 19, and the Proposal Request Pricing Worksheet forms (attached) of this document. Bonds, insurance and sales tax are to be added **after** markup. A supervising subcontractor, if any, shall not be entitled to a markup on the actual price charged to the subcontractor by the sub-subcontractor.

The general contractor’s percentage markup on subcontractor work shall be considered to support the full cost of office supervisors and assistants, including all clerical and general office help; review and coordination; estimating; expediting; office equipment and supplies, telephone, fax, conformance to OSHA requirements, safety programs, and all other general contractor company expenses. These percentage markups shall be applied one time only for each Work Order or Work Order Change and shall not pyramid in any way.

D. Bonds, Insurance, Permits and Taxes shall be reimbursed at the actual cost associated with all required bond riders, insurance, permits, licenses, and sales, use or other taxes related to the Work.

E. A Total Price to perform or complete the Work Order, the sum of all covered and uncovered work amount, must be in each Work Order.

F. If it is later determined that the pricing was not correct due to inaccurate or incomplete pricing data by the Contractor or any subcontractor or supplier, the price shall be reduced accordingly and the Work Order cost modified by a Work Order Change.

SC-16 WORK ORDERS

With respect to Each Work Order Issued hereunder, the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Upon review of any Proposal Request Pricing Worksheet completed by the Contractor pursuant to a Proposal Request, the City may, at its sole discretion, reject the pricing submittal, enter into further negotiations regarding uncovered work prices or may direct that the Work described in the Proposal Request and priced by the Contractor be completed by issuance of a Work Order, in the form included in these Contract Documents to the Contractor. The City reserves the right to issue such a Work Order, at the price and under the terms of the Contractor’s pricing submittal, at any time before the expiration of 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Work Order is issued and the pricing submittal is not rejected within this period, the Contractor’s pricing submittal shall be deemed rejected by the City.

A Work Order shall not issue and no Work for a priced Request shall commence until such time as: The Work Order is executed by the Contractor and all designated City officials; the Contractor has submitted a Payment and Performance bond or Bond Change Rider for the Work satisfactory to the City Attorney; for the Work described in the Proposal Request; and all administrative requirements are met. Until all Work Order issuance requirements are met, the City shall have no obligation to compensate the Contractor for Work performed.

Upon issuance of a Work Order, the Contractor agrees to satisfactorily perform and complete all Work necessary or required to fully perform or otherwise complete the scope of work as described in each issued Work Order or any subsequently issued Work Order Change within the period of performance specified in the Work Order plus such extensions of time as may be granted by the Manager in accordance with the provisions of this Contract.

SC-17 WORK ORDER NOTICE TO PROCEED

GC-302 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Following the issuance of any fully executed Work Order hereunder, a Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order will be issued by the Director. The Contractor agrees to commence the Work in accordance with that particular Work Order within ten (10) consecutive calendar days of the date of the Work Order Notice to Proceed. No Work Order Notice to Proceed will issue and no Work will commence until such time as the Contractor has complied with all administrative requirements for that particular Work Order under SC-15 PERFORMANCE AND PAYMENT BOND. Thereafter, the Contractor shall prosecute the Work to be accomplished under the Work Order at such time and place as the Work Order directs and shall fully complete in every detail all specified Work in accordance with the terms and conditions of the Work Order and the provisions of these General Contract Conditions and Special Contract Conditions.

SC-18 PROGRESS PAYMENTS FOR WORK ORDERS

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be the Project Manager assigned to each Work Order:

In accordance with General Contract Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND/OR** the Contractors' Certification of Payment Form. The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment, both of which must be used are as follows:

**DEPARTMENT OF PUBLIC WORKS
Engineering Division**

**FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)**

<hr style="border: none; border-top: 1px solid black;"/> <p style="text-align: center;">(PROJECT NO. and NAME)</p>	Date: _____, 20__.
<hr style="border: none; border-top: 1px solid black;"/> <p style="text-align: center;">(NAME OF CONTRACTOR)</p>	Subcontract #: _____.
<hr style="border: none; border-top: 1px solid black;"/> <p style="text-align: center;">(NAME OF SUBCONTRACTOR/SUPPLIER)</p>	Subcontract Value: \$ _____.
Check Applicable Box:	Last Progress Payment: \$ _____.
<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Date: _____.
	Total Paid to Date: \$ _____.
	Date of Last Work: _____.

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

In consideration of \$ _____ representing the Last Progress Payment referenced above and in further consideration of the Total Paid to Date, also referenced above, and other good and valuable consideration received and accepted by the undersigned this _____ day of _____, 20__, the Undersigned hereby releases and discharges the City and County of Denver (the "City"), the above referenced City Project, the City's premises and property and the above referenced Contractor from all claims, liens, rights, liabilities, demands and obligations, whether known or unknown, of every nature arising out of or in connection with the performance of the work effort.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

STATE OF COLORADO) ss.
CITY OF _____)

(Name of Subcontractor)

Signed and sworn before me this
day of _____, 20__.

By: _____

Notary Public/Commissioner of Oaths
My Commission Expires

Title: _____



Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 W. Colfax Ave., Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803
dsbo@denvergov.org

Note: The attached Contractor/Consultant Certification of Payment form must be completed by the Contractor/ Subconsultant and all subcontractors/subconsultant or suppliers used on the project at any tier and submitted with each pay application. The Contractor/Consultant is responsible for the accuracy of all information provided and is required to have each subcontractor/subconsultant or supplier fill out the appropriate forms. Please be sure to complete all information requested at the top of the form, including the name of the person who prepared this form.

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract.

If you have any questions, please call the Compliance Unit of DSBO at 720.913.1999.

Instructions for Completing the Contractor/Consultant Certification of Payment Form, per Column

Contractor/Subcontractor or Subconsultant/Supplier Name: In the space provided, list all subcontractors/ subconsultants and suppliers used on the project. For all M/W/S/DBEs use the exact name listed in the DSBO Directory.

M/W/S/DBE/NON: For each name listed, indicate whether the entity is a certified M/W/S/DBE.

Column A: Provide the contract amount, as listed at bid time, for the Contractor/Consultant and each subcontractor/subconsultant or supplier.

Column B: Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount (Column A) compared to the total original contract amount in (I).

Column C: Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply to the listed firm, re-enter the original contract amount (Column A).

Column D: Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount (Column C) compare to the current total contract amount in (II).

Column E: Provide the amount requested for work performed or materials supplied by each listed subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column should equal the estimated amount requested for this pay application.

Column F: Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual amount of each check issued.

Column G: Provide the net paid to date for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier.

Column H: Provide the percent portion of the net paid to date (Column G) for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier of the current total contract amount in (II).

COMP-REF-031

Rev 032211 JG

SC-19 WORK ORDER CHANGES

Title 11 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

In accordance with all terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form, in the form included in these Contract Documents.

Mark up for overhead and profit for Work Order Changes shall require completion of the Proposal Request Pricing Worksheet for Contractor and applicable Sub-Contractors..

SC-20 WORK ORDER CLOSE-OUT

Titles 19 and 20 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

Upon Substantial Completion of all Work performed under each Work Order in accordance with the Contract Documents, final close-out for that Work Order shall be made in accordance with the terms and conditions of Title 20 of the General Contract Conditions.

SC-21 CONTRACT CLOSE-OUT

Upon written notification from the City to the Contractor that no further Work Orders shall be issued hereunder and the completion of final close-out for any previously issued Work Orders in accordance with SC-20 WORK ORDER CLOSE-OUT, the Contract shall proceed to final close-out. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in General Contract Condition 2002. In addition, the Contractor agrees to execute and deliver to the City a Final Receipt in the forms previously referenced and to provide to the City a consent of surety covering all Work performed hereunder. Until such time as all Contract close-out procedures are completed and each contract close-out requirement is satisfied, the City shall retain from amounts due the Contractor, in addition to any other withholdings provided for hereunder, a sum not greater than one percent (1%) of the maximum contract amount specified herein.

SC-22 ATTORNEY'S FEES

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, the Contractor agrees to pay to the City its costs and a reasonable attorney's fee which cost shall be included as a Cost of the Work.

Because the City Attorney Staff does not bill the City for legal services on an hourly basis, the Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars per hour of City Attorney time.

SC 23 INSURANCE:

General Condition 1601 is hereby deleted in its entirety and replaced with the following:

1. General Conditions. Contactor agrees to secure, at or before the time of execution of this Contract, the following insurance covering all operations, goods, or services provided pursuant to this Contract. Contactor shall keep the required insurance coverage in force at all times during the term of the Contract or any extension thereof and during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A" VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above described policies be canceled or non-renewed before the expiration date

thereof. Such written notice shall be sent to the parties identified in the Notices section of this Contract and shall reference the City contract number listed on the signature page of this Contract. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) Days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested, within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The insurance coverages specified in this contract are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Contract.

2. Proof of Insurance. Contractor shall provide a copy of this Contract to its insurance agent or broker. Contractor may not commence services or work relating to the Contract prior to placement of coverage. Contractor certifies that the certificate of insurance attached, preferable an ACORD certificate, complies with all insurance requirements of this Contract. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Contract shall not act as a waiver of Contractor's breach of this Contract or of any of the City's rights or remedies under the Contract. The City's Risk Management Office may require additional proof of insurance including but not limited to policies and endorsements.
3. Additional Insureds. For Commercial General Liability, Auto Liability, and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
4. Waiver of Subrogation. For all coverages, Contractor's insurer shall waive subrogation rights against the City.
5. Subcontractors. All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.
6. Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000.00 for each bodily injury occurrence claim, \$100,000.00 for each bodily injury caused by disease claim, and \$500,000.00 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this contract, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Contract, and that any such rejections previously effected, have been revoked as of the date Contractor executes this contract.
7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000.00 for each occurrence claim, \$1,000,000.00 for each personal and advertising injury claim, and \$2,000,000.00 products and completed operations aggregate, and \$2,000,000 policy aggregate.
8. Business Automobile Liability. Contractor shall maintain Business Automobile Liability with limits of \$1,000,000.00 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Contract.. If transporting hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under a Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
9. Builder's Risk or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. Contractor is responsible for payment of all policy deductibles. The City and County of Denver, Contractor, and sub-contractors shall be named insureds under the policy. Policy shall remain in force until acceptance of the project by the City.
10. Additional Requirements. For Commercial General Liability, the policy must provide the following:
 1. Liability assumed under an Insured Contract;
 2. A severability of interests (separation of insureds/cross liability) provision;

3. A provision that coverage is primary;
4. A provision that coverage is non-contributory with other coverage or self-insurance maintained by the City;
5. For claims-made coverages:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
6. Contractor shall advise the City 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 Contractor will procure such occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

SC-25 ON-CALL SPECIFIC CONTRACT FORMS

The following listed and attached “Contract Forms” shall be detached and utilized in accordance with the Contract Documents.

1. Performance and Payment Bond
2. Surety Authorization
3. Change Rider
4. Proposal Request
5. Proposal Request Pricing Worksheet
6. Sub-Contractor Worksheet for Proposal Requests
7. Work Order
8. Work Order Notice to Proceed
9. Work Order Change
10. Work Order Final Receipt
11. Instructions for Completing Contractor Certification of Payment form
12. Contractor Certification Form (Example)
13. Final/Partial Release and Certificate of Payment

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS**

Bond No. 906001662

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **MILENDER WHITE CONSTRUCTION CO**, a corporation organized and existing under and by virtue of the laws of the State of **COLORADO**, hereafter referred to as the "Contractor", and **LIBERTY MUTUAL INSURANCE COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of **MASSACHUSETTS**, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. 201208981 ON CALL CONSTRUCTION**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

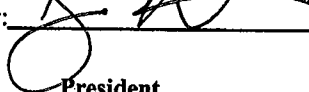
PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 30 day of JANUARY, 2013

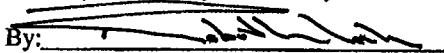
Attest: 
Secretary


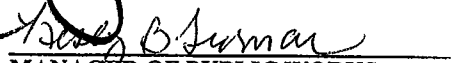
MILENDER WHITE CONSTRUCTION CO
Contractor

By: 
President
Liberty Mutual Insurance Company

Surety
By: 
Attorney-In-Fact Mona D. Weaver

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:
Attorney for the City and County of Denver
By: 
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER
By: 
MAYOR
By: 
MANAGER OF PUBLIC WORKS

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5739765

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sarah Gorman; Anuj Jain; John Browning; Sheila J. Montoya; Tanna G. Prince; Angela M. Tindol; Charles M. McDaniel; Mona D. Weaver

all of the city of Denver, state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

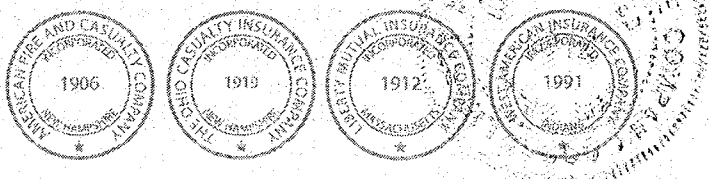
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



December 27th, 2012

Assistant City Attorney
201 W. Colfax Ave. Dept 1207
Denver, CO 80202

Re: Milender White Construction Co.

Contract No.: 201208981
Project Name: On Call Construction
Contract Amount: \$50,000
Performance & Payment Bond No: 906001662

Dear Assistant City Attorney:

The Performance and Payment Bonds covering the above captioned project were executed by this agency through Liberty Mutual Insurance Company on December 27th, 2012.

We hereby authorize the City and County of Denver, Department of Public Works, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call.

Thank you,

LOCKTON COMPANIES, LLC

Mona D. Weaver
Surety Account Manager

RIDER

Work Order No. _____

Contract No. _____

TO BE ATTACHED TO AND FORM PART OF

_____ **PERFORMANCE AND PAYMENT** _____
(TYPE OF BOND)

NO: _____

IN FAVOR OF: _____ **CITY AND COUNTY OF DENVER** _____
(OBLIGEE)

ON BEHALF OF: _____
(PRINCIPAL)

EFFECTIVE: _____
(ORIGINAL EFFECTIVE DATE)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

The Surety, _____, hereby gives is consent to:

- () INCREASE BOND PENALTY () CHANGE THE NAME OF PRINCIPAL
- () DECREASE BOND PENALTY () CHANGE THE ADDRESS OF THE PRINCIPAL
- () CHANGE THE EFFECTIVE DATE () CHANGE THE EXPIRATION DATE
- () OTHER: _____

of the attached bond as described herein:

		NO.	AMOUNT (\$)
R1	WORK ORDERS / CHANGES ASSIGNED TO		
R2	WORK ORDERS / CHANGES COMPLETED TO		
R3	PREVIOUS CURRENT WORK ORDER TOTAL		
R4	AMOUNT OF THIS WORK ORDER		
R5	NEW CURRENT WORK ORDER TOTAL (R3 +		

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative. ** Note that in order for work orders to be considered "completed" and therefore removed from the "current" work order total, the City must have issued a Letter of Final Acceptance for each completed work order.

SIGNED AND SEALED THIS _____ DAY OF _____ 20__.

_____ **INSURANCE COMPANY**

By: _____
(Attorney-in-Fact) (Seal)

(witness)

ACCEPTED BY OBLIGEE

By: _____

(witness)



PROPOSAL REQUEST
ON CALL CONSTRUCTION SERVICES NUMBER XXXXXXXXXXXX
Project:
FACILITIES CAPITAL PROJECT MANAGEMENT
DEPARTMENT OF PUBLIC WORKS
201 W. Colfax Ave., Dept. 506 * Denver, CO 80202
www.denvergov.org

Contractor:

Proposal Request No.:
Contract Control Number:
Project Number:
Project Name:
Date:

Submit an detailed quotation for the work described below. Include all costs, time necessary to perform the described work on the Proposal Request Pricing Worksheet.

This is not a change order, field order or a notice to proceed with the work described.

Description:

Note: All work shall be performed under Annual Contract No.

Proposal Request Pricing Worksheet to be returned:

ISSUED BY:

cc:

PROPOSAL REQUEST PRICING WORKSHEET ON CALL CONSTRUCTION SERVICES

CAPITAL PROJECTS MANAGEMENT

DEPARTMENT OF PUBLIC WORKS- CITY & COUNTY OF DENVER - 201 W. COLFAX AVE., DEPARTMENT 506 - DENVER, CO 80202 - (303) 913-4501 FAX (303) 913-4544

CONTRACTOR:

PROPOSAL REQUEST NO.:

PROJECT NO.

change ORDER NO.:

PROJECT NAME:

DATE:

SUBCONTRACTOR WORK ITEMS (refer to Subcontractors' Worksheets)
SUBCONTRACTORS - Labor + Materials + Equipment (Line 15 Amounts)

TOTALS

Provide Subcontractor Worksheets for each subcontractor

S1	XXXXXXXX= XXXXXX	-
S2	XXXXXX = XXXXXXXXXXXXX	-
S3		-
S4		-
S5		-
S6		-
S7		-
S8		-
S9		-
S10		-
S11		-
S12	SUBCONTRACTORS' SUBTOTAL LABOR+MAT'L+EQUIP (Lines S1 through S11)	-
S13	SUM SUBCONTRACTORS' O&P, TAX,PERMIT,BOND (Sum Line 21 Amounts)	-
S14	TOTAL FOR SUBCONTRACTORS (Line S12 + S13)	-

NON-UNIT PRICES WORK ITEMS

GENERAL CONTRACTOR

LABOR

MATERIAL

EQUIPMENT

TOTALS

G1	XXXX = XXXXXXXXXXX	-	-	-	-
G2		-	-	-	-
G3		-	-	-	-
G4		-	-	-	-
G5		-	-	-	-
G6		-	-	-	-
G7		-	-	-	-
G8		-	-	-	-
G9	TOTAL (Lines G1 through G8)	-	-	-	-
G10	G. C. Overhead & Profit @ 15% of Line G9				-
G11	Sales Tax on materials 3.62%		-		-
G12	Permit Costs				-
G13	G.C. SUBTOTAL (Lines G9+G10+G11+G12)				-
G14	Subcontractor Total - Line S14				-
G15	G.C. Markup on subcontractors (6.5% of Line S12)				-
G16	Subtotal (Lines G13+G14+G15)				-
G17	Bond Cost (Not greater than 2.5% of Line G16)				-
G18	Total Proposal Request Lines G16 + G17				-

PROPOSAL REQUEST PRICE _____

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST _____ CALENDAR DAYS

CONTRACTOR'S SIGNATURE _____

DATE _____

SUBCONTRACTOR WORKSHEET FOR PROPOSAL REQUEST ON CALL CONSTRUCTION SERVICES

CAPITAL PROJECTS MANAGEMENT

DEPARTMENT OF PUBLIC WORKS · CITY & COUNTY OF DENVER · 201 W. COLFAX AVE., DEPARTMENT 506 · DENVER, CO 80202

CONTRACTOR: _____ PROPOSAL REQUEST NO.: _____
 PROJECT NO.: _____ WORK ORDER NO.: _____
 PROJECT NAME: _____ DATE: _____

SUBCONTRACTOR NAME :

WORK ITEMS	LABOR	MATERIAL	EQUIPMENT	TOTALS
1	XXXXXXXX= XXXXXX	-	-	-
2		-	-	-
3		-	-	-
4		-	-	-
5		-	-	-
6				-
7				-
8				-
9				-
10				-
12				-
13				-
14				-
15	SUBTOTAL (Lines 1 through 14)			-
16	Overhead & Profit @ 15% of line 15			-
17	Sales Tax on materials 3.62%			-
18	Permit Costs			-
19	SUBTOTAL (Lines 15+16+17+18)			-
20	Bond Cost (Only if applicable, not greater than 1.5% of Line 19)			-
21	SUBTOTAL O&P, TAX,PERMIT,BOND (Lines 16+17+18+20)			-

TOTAL SUBCONTRACTOR PROPOSAL REQUEST \$ -

TOTAL (Lines 19+20)

0



On-Call Construction Work Order

Department of Public Works
 Engineering - Capital Project Management
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202
 p: 720-913-4501 f: 720-913-4544
 www.denvergov.org/Capital_Projects_Center

Contractor: _____ Business Unit: _____
 Vendor ID: _____ Project No.: _____
 Master Contract/Contract: _____ Project Name: _____
 Work Order No.: _____ Project Manager: _____
 Fund/Org/Acct: _____ Alfresco Number: _____

It is hereby mutually agreed that when this WORK ORDER has been signed by the contracting parties, the following described work order shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed:

The sum, as indicated above, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described scope of work to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the Work Order, except as otherwise stipulated herein, for the following considerations:

The Sum of \$ _____

Work Order Duration time _____ Calendar Days

Completion Date: _____

Accepted for Contractor by _____ Title _____ Date _____

WORK ORDER NO.	COST SUMMARY	
(By Project Manager)		
Original Work Order Amount	\$	Approved – City Attorney
Previous Work Order Additions	\$	Date
SUB-TOTAL	\$	
Previous Work Order Change Deductions	\$	Acknowledged by Director – DSBO
Net prior to this Work Order Change	\$	Date
This Work Order Change – Add <Deduct>	\$	
REVISED TOTAL WORK ORDER AMOUNT	\$	Approved – Manager of Public Works
		Date
COST SUMMARY FOR CONTRACT NO.		
Total of all Work Orders Issued	\$0.00	Approved – Director, CPM
Previous Additions/ Deductions	\$0	Date
Net Prior to this Change	\$0.00	Approved – Using Agency (If non PW)
This Change – <input type="checkbox"/> Add or <input checked="" type="checkbox"/> Delete	\$0.00	Date
Revised Contract Amount	\$0.00	Approved – Project Supervisor
Maximum Contract Amount	\$500,000.00	Date
Amount Available	\$500,000.00	

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevaling Wage: AUDPWPayRequest@denvergov.org; DSBO@ci.denver.co.us, Project Manager e-mail, Using Agency and pw.contracts@denvergov.org. (for pre-encumbrance).

**WORK ORDER
NOTICE TO PROCEED
(SAMPLE)**



Department of Public Works
Office of the Manager

201 W. Colfax Avenue, Dept 608
Denver, CO 80202
P: 720-865-8630
F: 720-865-8795
www.denvergov.org/PublicWorks

**ON CALL CONSTRUCTION SERVICES WORK ORDER
NOTICE TO PROCEED**

Date

Company
Attn: Name
Address
City, State, Zip Code

Re: On-Call Contract Name Official Project Name
Master On-Call Contract No.: On Call Contract Number
Work Order Name: Task Order Name
Work Order Contract No.: Task Order Contract Number

Dear Name:

In accordance with General Contract Condition 302 in Title 3 of the Standard Specifications for Construction, General Contract Conditions, 1999 Edition, you are hereby authorized and directed to proceed on Date with the work described in the above referenced Work Order No. Work Order Number in accordance with the terms and conditions of your Contract (Contract Number) with the City and County of Denver.

The established Contract Time for this Work Order is Number of Calendar days consecutive calendar days, therefore, all work must be completed on or before Date. The not to exceed fee for this work order is \$ amount, including fees and reimbursable expenses.

The Project Manager for this work order is Project Manager name, PM phone. Please contact the Project Manager with any questions regarding the above referenced work. If you have not already done so, you must submit your construction schedule, in accordance with General Contract Condition, 306.2.B, to the Project Manager, within 10 days.

Sincerely,

Name of Authority per Contract
Department Name

cc: L. Thomas, City Engineering
M. Kumar, CPM
Assistant Director, Dept.
Project Manager, CPM

Prevailing Wage Office – prevailingwage@denvergov.org
Division of Small Business Opportunity – dsbo@denvergov.org
Project Controls Office – Denver.pco@denvergov.org
Public Works Contract Office – pw.contracts@denvergov.org
File - On Call Construction Services Work Order Notice to Proceed

Prepared By: Preparer First Initial & Last Name _____ Reviewed By: Group Supervisor First Initial & Last Name _____
Name _____, Assistant Director First Initial & Last Name _____
Rev: 11/2010



Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety



Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 W. Colfax Ave., Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803
dsbo@denvergov.org

Note: The attached Contractor/Consultant Certification of Payment form must be completed by the Contractor/Subconsultant and all subcontractors/subconsultant or suppliers used on the project at any tier and submitted with each pay application. The Contractor/Consultant is responsible for the accuracy of all information provided and is required to have each subcontractor/subconsultant or supplier fill out the appropriate forms. Please be sure to complete all information requested at the top of the form, including the name of the person who prepared this form.

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract.

If you have any questions, please call the Compliance Unit of DSBO at 720.913.1999.

Instructions for Completing the Contractor/Consultant Certification of Payment Form, per Column

Contractor/Subcontractor or Subconsultant/Supplier Name: In the space provided, list all subcontractors/subconsultants and suppliers used on the project. For all M/W/S/DBEs use the exact name listed in the DSBO Directory.

M/W/S/DBE/NON: For each name listed, indicate whether the entity is a certified M/W/S/DBE.

Column A: Provide the contract amount, as listed at bid time, for the Contractor/Consultant and each subcontractor/subconsultant or supplier.

Column B: Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount (Column A) compared to the total original contract amount in (I).

Column C: Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply to the listed firm, re-enter the original contract amount (Column A).

Column D: Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount (Column C) compare to the current total contract amount in (II).

Column E: Provide the amount requested for work performed or materials supplied by each listed subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column should equal the estimated amount requested for this pay application.

Column F: Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual amount of each check issued.

Column G: Provide the net paid to date for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier.

Column H: Provide the percent portion of the net paid to date (Column G) for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier of the current total contract amount in (II).

COMP-REF-031

Rev 032211 JG

**DEPARTMENT OF PUBLIC WORKS
Engineering Division**

**FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)**

(PROJECT NO. and NAME)	Date: _____, 20__.
(NAME OF CONTRACTOR)	Subcontract #: _____.
(NAME OF SUBCONTRACTOR/SUPPLIER)	Subcontract Value: \$ _____.
Check Applicable Box:	Last Progress Payment: \$ _____.
<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Date: _____.
	Total Paid to Date: \$ _____.
	Date of Last Work: _____.

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

In consideration of \$ _____ representing the Last Progress Payment referenced above and in further consideration of the Total Paid to Date, also referenced above, and other good and valuable consideration received and accepted by the undersigned this _____ day of _____, 20__, the Undersigned hereby releases and discharges the City and County of Denver (the "City"), the above referenced City Project, the City's premises and property and the above referenced Contractor from all claims, liens, rights, liabilities, demands and obligations, whether known or unknown, of every nature arising out of or in connection with the performance of the work effort.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

STATE OF COLORADO) ss.
CITY OF _____)

Signed and sworn before me this
day of _____, 20__.

Notary Public/Commissioner of Oaths
My Commission Expires _____

(Name of Subcontractor)

By: _____

Title: _____

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS**

On-Call Construction Services

**WORK ORDER NO. _____
FINAL RECEIPT
(SAMPLE)**

Denver, Colorado _____, 20_____.

Received this date of the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing Work Order, dollars and

_____ cents (\$_____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said Work Order; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County of Denver from any and all claims or demands whatsoever, regardless of how denominated, growing out of said Work Order.

And these presents are to certify that all persons performing work upon or furnishing materials for said improvements under the foregoing Work Order have been paid in full.

CONTRACTOR

By: _____

Title: _____

- cc: Auditor
- City Attorney
- Contract Administration
- Project Managers
- DSBO
- Risk Management
- Budget and Management

WORK ORDER CHANGE



On-Call Construction Work Order Change

**Department of Public Works
Engineering**
201 W. Colfax Avenue, Dept 506, Denver, CO 80202
p: 720-913-4501 f: 720-913-4544
www.denvergov.org/publicworks

Contractor: _____	Business Unit: _____
Vendor ID No. _____	Project No. _____
Master Contract/Contract # _____	Project Name: _____
Work Order No: _____	Project Manager _____
Change Order No.: _____	Fund/Org _____
Subclass/Program _____	

It is hereby mutually agreed that when this CHANGE ORDER has been signed by the contracting parties, the following described changes shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed:

The additional sum, as indicated above, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described changes to the Contract, and the Contractor hereby agrees to make no further claims demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described changes to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described changes in accordance with requirements for similar work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

Add or Subtract to the Contract the Sum of _____

Adjust the Contract completion by ____ Calendar Days

New Completion Date: _____

Accepted for Contractor by _____ Title _____ Date _____

WORK ORDER NO. COST SUMMARY	
(By Project Manager)	
Original Work Order Amount	\$ _____
Previous Work Order Additions	\$ _____
SUB-TOTAL	\$ _____
Previous Work Order Change Deductions	\$ _____
Net prior to this Work Order Change	\$ _____
This Work Order Change – Add <Deduct>	\$ _____
REVISED TOTAL WORK ORDER AMOUNT	\$ _____
COST SUMMARY FOR CONTRACT NO.	
Total of all Work Orders Issued	\$ _____
Previous Additions/ Deductions	\$ _____
Net Prior to this Change	\$ _____
This Change – <input type="checkbox"/> Add or <input checked="" type="checkbox"/> Delete	\$ _____
Revised Contract Amount	\$ _____
Maximum Contract Amount	\$500,000.00
Amount Available	\$500,000.00
	Approved – City Attorney (If Bond rider) _____ Date _____
	Acknowledged by Director – DSBO _____ Date _____
	Approved – Manager of Public Works _____ Date _____
	Approved – Director, CPM _____ Date _____
	Approved – Project Supervisor _____ Date _____
	Approved – Project Manager _____ Date _____

NOTE: No person shall authorize or perform any of the above work until the change order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPavRequest@denvergov.org; Auditor: Aud_Import@denvergov.org; DSBO@ci.denver.co.us; Project Manager e-mail, Using Agency.

Attachment 1
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/1/2014 1/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC Denver 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : American Guarantee and Liab. Ins. Co.		26247
INSURER C : Greenwich Insurance Company		22322
INSURER D : Companion Specialty Insurance Company		13124
INSURER E :		
INSURER F :		

COVERAGES 576999 CERTIFICATE NUMBER: 12094030 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	GLO9806140	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	BAP9806139	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	VUE1312077	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC5543527	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A B	Professional & Pollution Bids Risk Excess Liab	N	N	CPL7420212 MBR980611701 AEC5543628	1/1/2013 1/1/2013 1/1/2013	1/1/2014 1/1/2014 1/1/2014	See Attached See Attached See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract No 201208981. The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability policy and the business auto liability policy.

CERTIFICATE HOLDER

CANCELLATION See Attachment

12094030

City and County of Denver
Development of Public Service
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles M. McDaniel

Professional & Pollution Liability - Insurer C

Aggregate: \$2,000,000

SIR \$25,000

Pollution: \$2,000,000 per occurrence

Professional: \$2,000,000 per claim

Builders Risk Coverage - Insurer A

\$50,000,000 Any One Location Limit - Per Location

\$10,000,000 Any one Location Limit - Frame

\$35,000,000 Any One Location Limit - Jointed Masonry

\$50,000,000 Per Disaster Limit

\$5,000,000 Earthquake/Flood Sub Limit - \$25,000 Deductible

\$1,000,000 Soft Costs Limit - \$5,000 Deductible

SPC Form/RC

Excess Liability Coverage - Insurer B

\$5,000,000 Limit

**Attachment 2
Compliance Plan**

CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY

CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION

Milender White Construction Co.
On-Call Construction Service
For
Department of Public Works



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**City and County of Denver
Division Of Small Business Opportunity**

**On-Call Construction Contract Compliance Plan
for M/WBE Participation**

MILENDER WHITE CONSTRUCTION CO.

SECTION 1: INTRODUCTION

- A. Milender White Construction Co. (the “Contractor”) submits this Compliance Plan to DSBO of the Division of Small Business Opportunity (“Director”), as required by the Manager of **Public Works**, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by DSBO (“Rules”).
- B. Under the City’s Ordinance No. 760, Series of 2006 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is 15%. The good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds 15% of the total construction price under the Contract for each work order.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts, but will apply to individual work orders.
- E. This Compliance Plan describes how the Contractor will address the project goal on a per work order basis at the point where work orders are assigned so that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is On Call Construction Services.
- G. Since the work will be delivered by work order, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to each work order.

SECTION 2: KEY PERSONNEL

The Project Manager, Jeff Van Es, jvanes@milenderwhite.com, Cell #303-356-9417, is responsible for the overall management of the Contractor’s performance of the Project.

The Project Engineer, Josh Williams, jwilliams@milenderwhite.com, Cell #303-944-8843, who reports to the Project Manager, is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met. In addition, the Project Engineer will administer subcontracts and ensure that all documentation required by DSBO is prepared

and maintained. He will also coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

Colleen Brave, Director of Diversity, will assist the project team with outreach, coordination and communication with organizations to ensure MWBE contractors are informed of the opportunities to participate in each work order.

SECTION 3: STRUCTURING WORK ORDERS FOR M/WBE PARTICIPATION

- A. The Contractor will meet or exceed the set goal of **15%** and Letters of Intent will be due within 10 days with each executed Work Order.

THE FOLLOWING GOALS SCHEDULE CHART IS A SAMPLE. ACTUAL GOALS SCHEDULE CHARTS WILL BE PREPARED FOR EACH WORK ORDER PRESENTED.

GOALS SCHEDULE CHART				
AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENT-AGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Earthwork/Site Demo				
Utilities				
Paving				
Landscape & Irrigation				
Concrete				
Masonry				
Metals				
Carpentry				
Thermal & Moisture				
Doors & Windows				
Finishes				
Specialties				
Plumbing				
Mechanical				
Communications				
Electrical				
SUBTOTAL				
Design				
Self-Performance				
TOTAL				

- B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that

can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

- C. The Contractor has the following preliminary schedule for issuance of each work order:
- Day 1 – Work Order issued
 - Day 2 – MWCC reviews scope of work order to determine MWBE opportunities
 - Day 3 – MWCC contacts organizations to solicit MWBE contractors (e.g. Daily Journal, Colorado Black Chamber of Commerce, Hispanic Contractors, RMMSDC, and Colorado Women's Chamber of Commerce)
 - Day 4 – MWCC reviews denver.mwbe.com website to identify certified subcontractors to bid scopes of work. Invitation to Bid is sent to the identified subcontractors.
 - Day 5 – Follow up emails and phone calls to MWBE subcontractors to verify their bidding status
 - Day 6 -8 – Hold a pre-bid meeting to present the project and answer questions
 - Day 9-12 – Answer any follow up questions, and provide further bidding direction as necessary
 - Day 13 – Subcontractor bids due
 - Day 14 – Review subcontractor scope and follow up with subcontractors to discuss the scope of work that was bid
 - Day 15 – MWCC work order pricing due to City

This schedule is the sequence that will be performed for a work order, assuming the standard three week bidding/proposal process. This schedule will be modified as necessary with each work order, depending on the timing for bidding/proposal requirements.

- D. With each work order, we will identify any specific issues or potential issues with the scope of work and will address them with the MWBE pool available and reach out to specific subcontractors that can perform the scope of work.
- E. MWCC does not have a standard extensive prequalification process for subcontractors. We work with subcontractors who give us opportunity to perform projects. We have worked with many subcontractors in the Denver area, and when we have a potential opportunity with a new subcontractor, we will review their background, history of work performed for other contractors and within the City of Denver to ensure they do possess the qualifications to perform the scope of work required.
- F. The Contractor may pursue different percentage goals for M/WBE participation in each separate work order, based on the types of work and availability of certified M/WBE firms. However, the contractor is committed to the overall goal of 15% M/WBE participation for the total duration of the contract.
- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: concrete, rough carpentry, door and hardware install, and installation of specialties.

SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use DSBO when soliciting any of their own subcontractors or suppliers for the project.
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will publish notices in The Daily Journal and other local publications and websites, identifying the subcontracting opportunities and specifically soliciting City-certified M/WBE participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to, the Colorado Black Chamber of Commerce, Rocky Mountain Minority Supplier Development Council, Hispanic Contractors of Colorado, and the Colorado Women's Chamber of Commerce. Notices will be published or provided no less than 10 calendar days before bids are due on the work.
- D. Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.
- E. MWCC will utilize our in house Invitation to Bid System (milenderwhite.com) to solicit subcontractor bids and will make phone calls and emails to reach out to subcontractors we have worked with in the past. When we have scopes of work in which we have not worked with a subcontractor, we will research the DSBO website to find certified subcontractors who can perform the work. Each invitation to bid, email and phone call will be documented to track the efforts to meet the goals of the contract.
- F. When a work order is received, the Contractor will start the bid process as stated in Section 3.C above. The invitation to bid will clearly outline MWCC's commitment to the M/WBE participation project goal of **15%** and will be clear that the subcontractor's package will be an attachment to their final contract. (reference Attachment 2, for sample "Invitation To Bid")
- G. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS

- A. When issuing each work order for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.

- B. When requested by DSBO, the Contractor will submit work orders to DSBO for review and comment. When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each work order. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit a Prime Contractor's Background Information form to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section 6 below.
- D. The Contractor will document its efforts to obtain M/WBE participation for each work order, and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on each work order, or it may fall short of meeting the participation goal for a specific work order. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each work order under the contract, except for work orders that are subject to a "modified good faith effort" under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.
- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the work order, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to DSBO the documentation described in § 28-75(c) with respect to the increased dollar value of the contract.
- G. The Contractor will comply with the provisions of § 28-75 as to the replacement of a WBE or MBE on the Project.
- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of MBE and WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.

1. Prime contractor background information form*
2. DSBO Schedule of Work form*
3. Subcontractor background information form for all subcontractors*
4. M/WBE Letters of Intent
5. Monthly contractor's certification of payment forms (participation report)
6. DSBO change order forms
7. M/WBE final lien release forms
8. B2G online payment verification

(*due at NTP + 5 days; revisions as required)

B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported monthly to DSBO, or as otherwise required, including:

1. Dates of solicitation
2. Names, addresses and telephone numbers of all M/WBE firms contacted.
3. Description of efforts made to contact M/WBE firms.
4. Description of information provided to M/WBE firms.
5. Description of the process and outcome.
6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
7. Schedules of prebid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT

A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.

B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.

C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved. .

- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract: at proposal submission, notice of award, start and completion of each work order, pay applications and final pay application.
- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.
- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to DSBO's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by DSBO of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each MBE or WBE involved. Any such monetary penalty leveled by DSBO shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by DSBO to levy sanctions through the dispute resolution process set forth in the Construction Contract.

SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.
- B. If DSBO has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Ordinance, DSBO shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for DSBO's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract.
- C. The Contractor shall, within such thirty (30) day period, deliver to DSBO a written remediation plan DSBO's review and approval.
- D. DSBO may issue a written determination of non-compliance and the sanction which DSBO has elected to impose as a consequence:
 - (1) If the Contractor does not respond within the time allowed; or
 - (2) If the Contractor fails to submit a satisfactory remediation plan; or

- (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.
- E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C.

SECTION 9: MEDIATION

The Contractor will provide a process to resolve disputes that occur between a MBE or WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document such disputes and inform DSBO of the steps the Contractor plans to take to resolve the dispute. The Contractor may ask DSBO to assist in the resolution process it has developed. The Contractor will document and notify DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify the Contractor of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

ATTACHMENT 1

EXCERPTS FROM DENVER REVISED MUNICIPAL CODE *Sections 28-62(b) and 28-75(c), D.R.M.C*

Sec. 28-62. Same--Good faith efforts.

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

- (1) If prebid or preselection meetings are scheduled by the city at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
- (2) The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- (4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.
- (5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (6) For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- (7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified.

Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.

- (8) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (9) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (10) The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

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**Sec. 28-75. Potential violations during contract performance.**

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker or in the event that a new scope of work is added to the ongoing contract, and the contractor or consultant in such event is in non-compliance with maintenance of the original project goal upon which the contract was awarded, due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor or consultant to show good faith efforts as to any one (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

- (1) Verification in writing to the DSBO of the contractor's or consultant's intention to terminate or replace an MBE or WBE originally identified for participation in the bid, proposal or competitive selection process proposal upon which the contract was awarded. The reason for the termination or replacement must be stated and the type of work or services must be identified.
- (2) Verification that the contractor or consultant used the most current MBE and WBE directory from the DSBO in order to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith effort.
- (3) Verification of efforts to contact appropriate MBEs and WBEs within the same identified subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker area must be documented. Facsimile transmission, e-mail and telephone communication will be acceptable. DSBO may verify such contacts as he deems appropriate.
- (4) Documentation of the modified good faith efforts must be submitted to the DSBO prior to the payment to the contractor or consultant of the next progress or other partial payment or fund release under the contract.



**ATTACHMENT 2**

**City & County of Denver: On-Call Work Order**

|                         |  |
|-------------------------|--|
| <b>Bid Date</b>         |  |
| <b>Project Location</b> |  |

**Description of Project:** Milender White Construction Co. is pleased to invite all subcontractors and suppliers to submit competitive bids City and County of Denver On-Call Work Order XXXX. The project is  
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

MWCC is committed to meeting a project goal of 15% M/WBE participation. Successful subcontractor's submitted M/WBE participation package will be included as a part of the final subcontract agreement

**Instructions to Bidders:** Prior to preparing estimates, please take note of the following:

- Bid Date & Time: **Day, Month, Time PM MT**
- Taxes: All Applicable Taxes for the City and County of Denver
- Schedule: xxx
- Bid Form: submit all bids using the 16 CSI breakdown and include all required breakouts and unit pricing
- Alternates: as applicable
- Questions: Last day to submit questions to MWCC is date - submit all questions in writing for MWCC review
- Changes: Any and all changes to the documents will be posted to the FTP site - be sure to check it frequently
- MBE & WBE participation is **required** for this project - Include proper documentation as it pertains to you
- Prevailing wages are **required** for this project
- Include bond percentage amount (and surety letter) if bid amount is over \$100,000 (*this is REQUIRED!*)

**Electronic Document Access:**

|                                                                                                            |                            |
|------------------------------------------------------------------------------------------------------------|----------------------------|
| Milender White Construction Co.                                                                            | Milenderwhite.com/bid room |
| Free CDs of the Project Documents are currently available at the reception desk at the MWCC Arvada Office. |                            |

**Hard Copy Document Access:**

|                                                                                              |                                    |                    |
|----------------------------------------------------------------------------------------------|------------------------------------|--------------------|
| Milender White Construction Co.                                                              | 12655 W 54th Dr., Arvada, CO 80002 | Ph: (303) 216-0420 |
| View Only! Please call for drawings, specifications, and project documentation availability. |                                    |                    |

Please **email** or fax this sheet back to MWCC with your response to bid. Contact us **in writing** with any questions.

Thank You,

**Estimating** [estimator@milenderwhite.com](mailto:estimator@milenderwhite.com)  
 Milender White Construction Co.  
 12655 W 54th Dr., Arvada, CO 80002  
 P: (303) 216-0420; F: (303) 216-0419

**ConstructAbility. ResponsAbility.**

**\*\*\*INVITATION TO BID RESPONSE\*\*\***

|                                                |                                                   |                         |
|------------------------------------------------|---------------------------------------------------|-------------------------|
| Bidder's Phone #:                              | Bidder's Fax #:                                   | Bidder's Email Address: |
|                                                |                                                   |                         |
| Contact Name:                                  | Company Name:                                     |                         |
|                                                |                                                   |                         |
| Scope of Work or CSI Division:                 |                                                   |                         |
|                                                |                                                   |                         |
| Denver M/WBE YES NO                            | Certification #                                   |                         |
| <input type="radio"/> - Yes, I plan on bidding | <input type="radio"/> - No, I will not be bidding |                         |

**Attachment 3**  
**Prevailing Wage Rates**



**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**

Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton, Staff Human Resources Professional  
DATE: Friday August 17, 2012  
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act. The rates will be provided as a supplemental to the Davis-Bacon Building rates issued by CSA.

The attached Prevailing Wage Schedule is effective as of **Friday August 17, 2012** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO120004  
Superseded General Decision No. CO20100004  
Modification No.10  
Publication Date: 08/10/2012  
(5 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.

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO120004 08/10/2012 CO4

Superseded General Decision Number: CO20100004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2012       |
| 1                   | 01/13/2012       |
| 2                   | 01/27/2012       |
| 3                   | 02/24/2012       |
| 4                   | 04/06/2012       |
| 5                   | 04/13/2012       |
| 6                   | 05/18/2012       |
| 7                   | 06/01/2012       |
| 8                   | 07/27/2012       |
| 9                   | 08/03/2012       |
| 10                  | 08/10/2012       |

ASBE0028-001 07/01/2010

|                                                                                                                                                                                        | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Workers/Insulator<br>(Includes application of<br>all insulating materials,<br>protective coverings,<br>coatings and finishings to<br>all types of mechanical<br>systems)..... | \$ 30.23 | 11.53   |

BRCO0007-001 01/01/2011

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 22.13 | 9.89    |

BRCO0007-005 06/01/2011

|                  | Rates    | Fringes |
|------------------|----------|---------|
| TILE SETTER..... | \$ 25.15 | 9.18    |

CARP0001-004 05/01/2009

|             | Rates | Fringes |
|-------------|-------|---------|
| Carpenters: |       |         |

Acoustical, Drywall  
 Hanging/Framing and Metal  
 Stud, Form Building/Setting.\$ 26.60 8.89

-----  
 CARP1607-002 06/01/2011

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 28.95 | 10.10   |

-----  
 ELEC0068-002 06/01/2011

|                                                                                                                                                                    | Rates    | Fringes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| ELECTRICIAN<br>(Includes Low Voltage<br>Wiring and Installation of<br>Fire alarms, Security<br>Systems, Telephones,<br>Computers and Temperature<br>Controls)..... | \$ 31.60 | 12.57   |

-----  
 ELEV0025-002 01/01/2012

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Elevator Constructor..... | \$ 39.34 | 23.535  |

FOOTNOTE:

a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

-----  
 \* ENGI0009-003 06/25/2012

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| Power equipment operator -<br>crane |          |         |
| 141 tons and over.....              | \$ 25.48 | 8.62    |
| 50 tons and under.....              | \$ 24.42 | 8.62    |
| 51 to 90 tons.....                  | \$ 24.57 | 8.62    |
| 91 to 140 tons.....                 | \$ 24.72 | 8.62    |

-----  
 IRON0024-001 07/01/2011

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 23.80 | 10.91   |

-----  
 LABO0720-003 05/01/2009

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Laborers:

Concrete/Mason Tenders.....\$ 16.52 6.84

-----  
PAIN0079-002 08/01/2010

Rates Fringes

Drywall Finisher/Taper

Hand.....\$ 18.69 6.11

Tool.....\$ 19.04 6.11

Painters:.....\$ 17.99 6.11

PAPERHANGER.....\$ 18.69 6.11

-----  
PAIN0930-001 07/01/2012

Rates Fringes

GLAZIER.....\$ 27.77 7.42

-----  
PLAS0577-001 08/01/2011

Rates Fringes

Cement Mason/Concrete Finisher...\$ 23.00 10.75

-----  
PLUM0003-001 07/01/2012

Rates Fringes

PLUMBER

(Excluding HVAC work).....\$ 33.18 11.44

-----  
PLUM0208-001 01/01/2012

Rates Fringes

PIPEFITTER

(Including HVAC pipe).....\$ 32.60 11.52

-----  
SFCO0669-001 04/01/2012

Rates Fringes

SPRINKLER FITTER.....\$ 32.44 18.45

-----  
SHEE0009-001 01/01/2011

Rates Fringes

Sheet metal worker

(Includes HVAC duct and  
installation of HVAC  
systems).....\$ 31.66 10.98

-----  
SUCO2001-011 12/20/2001



|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Carpenters:                |          |         |
| All Other Work.....        | \$ 16.12 | 2.84    |
| Ironworkers:               |          |         |
| Reinforcing.....           | \$ 18.49 | 3.87    |
| Laborers:                  |          |         |
| Brick Finisher/Tender..... | \$ 12.78 | 1.41    |
| Common.....                | \$ 10.62 | 2.09    |
| Power equipment operators: |          |         |
| Mechanic.....              | \$ 18.48 |         |

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

**Career Service Authority**  
**Supplemental to the Davis-Bacon *Building* Construction Project rates**  
**(Specific to the Denver projects)**  
**Supp #100, Date: 03-02-2012**

| <b>Classification</b>                           |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------|----------------------------------|-------------|---------------|
| Boilermakers                                    |                                  | \$30.97     | \$21.45       |
| Power Equipment Operators<br>(Concrete Mixers): |                                  |             |               |
|                                                 | Less than 1 yd                   | \$23.67     | \$10.67       |
|                                                 | 1 yd and over                    | \$23.82     | \$10.68       |
|                                                 | Drillers                         | \$23.97     | \$10.70       |
|                                                 | Loaders over 6 cu yd             | \$23.82     | \$10.68       |
|                                                 | Oilers                           | \$22.97     | \$10.70       |
| Soft Floor Layers                               |                                  | \$16.70     | \$9.81        |
| Ironworkers (Ornamental)                        |                                  | \$24.80     | \$10.03       |
| Plasters                                        |                                  | \$24.60     | \$12.11       |
| Plaster Tenders                                 |                                  | \$10.79     | -             |
| Laborers: Concrete Saw                          |                                  | \$13.89     | -             |
| Power Equipment Operators:                      |                                  |             |               |
|                                                 | Backhoe                          | \$23.67     | \$10.67       |
|                                                 | Loader up to and incl 6 cu<br>yd | \$23.67     | \$10.67       |
|                                                 | Motor Grader                     | \$23.97     | \$10.70       |
|                                                 | Roller                           | \$23.67     | \$10.67       |
| Truck Drivers (Dump Trucks):                    |                                  |             |               |
|                                                 | 6 to 14 cu yds                   | \$19.14     | \$10.07       |
|                                                 | 15 to 29 cu yds                  | \$19.48     | \$10.11       |
|                                                 | Flatbed                          | \$19.14     | \$10.07       |
|                                                 | Semi                             | \$19.48     | \$10.11       |

- To determine the Tile Setters-Marble Mason-Terrazzo mechanic rates—Use Davis Bacon-Building rates adopted by the Career Service Board.
- To determine the Tile Finisher-Floor Grinder-Base Grinder—Use current Career Service Prevailing Wage Schedules.
- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters—All Other Work” rates published by the federal Davis Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls, Roofers (including foundation waterproofing).
- Use the “Laborer—Common”, rates published by the federal Davis Bacon rates for General Housekeeping, Final Cleanup and Fence Installer.



**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**  
Denver's Human Resource Agency

201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton, Staff Human Resource Professional  
DATE: Friday August 17, 2012  
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act. The rates will be provided as a supplemental to the Davis-Bacon Heavy rates issued by CSA.

The effective date for this publication will be **Friday August 17, 2012** 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. CO120012  
Superseded General Decision No. CO20100012  
Modification No. 7  
Publication Date: 08/10/2012  
(8 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.

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO120012 08/10/2012 CO12

Superseded General Decision Number: CO20100012

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2012       |
| 1                   | 01/13/2012       |
| 2                   | 01/27/2012       |
| 3                   | 04/20/2012       |
| 4                   | 06/01/2012       |
| 5                   | 07/20/2012       |
| 6                   | 07/27/2012       |
| 7                   | 08/10/2012       |

ASBE0028-001 07/01/2010

|                                                                                                                                                                                        | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Workers/Insulator<br>(Includes application of<br>all insulating materials,<br>protective coverings,<br>coatings and finishings to<br>all types of mechanical<br>systems)..... | \$ 30.23 | 11.53   |

BRCO0007-004 01/01/2011

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 22.13 | 9.89    |

BRCO0007-006 06/01/2011

EL PASO AND PUEBLO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 21.97 | 9.88    |

ELEC0012-004 09/01/2011

PUEBLO COUNTY

|                                          | Rates | Fringes |
|------------------------------------------|-------|---------|
| ELECTRICIAN<br>Electrical work where the |       |         |

|                                                                  |       |
|------------------------------------------------------------------|-------|
| cost is \$150,000 or less....\$ 24.25                            | 11.83 |
| Electrical work where the<br>cost is over \$150,000.....\$ 26.75 | 11.90 |

-----  
ELEC0068-001 06/01/2011

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

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 31.60 | 12.57   |

-----  
ELEC0111-001 09/01/2011

|                                         | Rates    | Fringes     |
|-----------------------------------------|----------|-------------|
| Line Construction:                      |          |             |
| Cable Splicer.....                      | \$ 28.65 | 13.75%+4.75 |
| Equipment Operator-<br>Underground..... | \$ 25.06 | 12.75%+4.75 |
| Groundman.....                          | \$ 21.93 | 9.55        |
| Line Equipment Operator.....            | \$ 26.77 | 10.55       |
| Lineman and Welder.....                 | \$ 38.36 | 14.11       |

-----  
ELEC0113-002 06/01/2011

EL PASO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 28.55 | 14.46   |

-----  
ELEC0969-002 06/01/2010

MESA COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 20.75 | 5.66    |

-----  
\* ENGI0009-001 06/25/2012

|                                                                                             | Rates    | Fringes |
|---------------------------------------------------------------------------------------------|----------|---------|
| Power equipment operators:                                                                  |          |         |
| Blade: Finish.....                                                                          | \$ 24.57 | 8.62    |
| Blade: Rough.....                                                                           | \$ 24.27 | 8.62    |
| Bulldozer.....                                                                              | \$ 24.27 | 8.62    |
| Cranes: 50 tons and under..                                                                 | \$ 24.42 | 8.62    |
| Cranes: 51 to 90 tons.....                                                                  | \$ 24.57 | 8.62    |
| Cranes: 91 to 140 tons.....                                                                 | \$ 24.72 | 8.62    |
| Cranes: 141 tons and over...                                                                | \$ 25.48 | 8.62    |
| Forklift.....                                                                               | \$ 23.92 | 8.62    |
| Mechanic.....                                                                               | \$ 24.42 | 8.62    |
| Oiler.....                                                                                  | \$ 23.57 | 8.62    |
| Scraper: Single bowl<br>under 40 cubic yards.....                                           | \$ 24.42 | 8.62    |
| Scraper: Single bowl,<br>including pups 40 cubic<br>yards and over and tandem<br>bowls..... | \$ 24.57 | 8.62    |

|                                                                                                |          |         |
|------------------------------------------------------------------------------------------------|----------|---------|
| Trackhoe.....                                                                                  | \$ 24.42 | 8.62    |
| -----                                                                                          |          |         |
| IRON0024-003 07/01/2011                                                                        |          |         |
|                                                                                                | Rates    | Fringes |
| Ironworkers:.....                                                                              | \$ 23.80 | 18.07   |
| Structural                                                                                     |          |         |
| -----                                                                                          |          |         |
| LABO0086-001 05/01/2009                                                                        |          |         |
|                                                                                                | Rates    | Fringes |
| Laborers:                                                                                      |          |         |
| Pipelayer.....                                                                                 | \$ 18.68 | 6.78    |
| -----                                                                                          |          |         |
| PLUM0003-005 07/01/2012                                                                        |          |         |
| ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,<br>JEFFERSON, LARIMER AND WELD COUNTIES |          |         |
|                                                                                                | Rates    | Fringes |
| PLUMBER.....                                                                                   | \$ 33.43 | 11.44   |
| -----                                                                                          |          |         |
| PLUM0058-002 07/01/2011                                                                        |          |         |
| EL PASO COUNTY                                                                                 |          |         |
|                                                                                                | Rates    | Fringes |
| Plumbers and Pipefitters.....                                                                  | \$ 32.05 | 12.85   |
| -----                                                                                          |          |         |
| PLUM0058-008 07/01/2011                                                                        |          |         |
| PUEBLO COUNTY                                                                                  |          |         |
|                                                                                                | Rates    | Fringes |
| Plumbers and Pipefitters.....                                                                  | \$ 32.05 | 12.85   |
| -----                                                                                          |          |         |
| PLUM0145-002 07/01/2011                                                                        |          |         |
| MESA COUNTY                                                                                    |          |         |
|                                                                                                | Rates    | Fringes |
| Plumbers and Pipefitters.....                                                                  | \$ 35.17 | 11.05   |
| -----                                                                                          |          |         |
| PLUM0208-004 01/01/2012                                                                        |          |         |
| ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,<br>JEFFERSON, LARIMER AND WELD COUNTIES |          |         |
|                                                                                                | Rates    | Fringes |
| PIPEFITTER.....                                                                                | \$ 32.60 | 11.52   |
| -----                                                                                          |          |         |
| SHEE0009-002 01/01/2011                                                                        |          |         |
|                                                                                                | Rates    | Fringes |

Sheet metal worker.....\$ 31.66 10.98

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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    |

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TEAM0455-002 07/01/2011

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Truck drivers:             |          |         |
| Pickup.....                | \$ 18.41 | 3.87    |
| Tandem/Semi and Water..... | \$ 19.04 | 3.87    |

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

**Career Service Authority**  
**Supplemental to the Davis-Bacon HEAVY Construction Projects rates**  
**(Specific to the Denver Projects)**  
**(Supp #74, Date: 02-03-2012)**

| <b>Classification</b>                                                                |                                  | <b>Base</b> | <b>Fringe</b> |
|--------------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Millwrights                                                                          |                                  | \$28.00     | \$10.00       |
| Line Construction:                                                                   |                                  |             |               |
|                                                                                      | Lineman, Gas Fitter/Welder       | \$36.88     | \$9.55        |
|                                                                                      | Line Eq Operator/Line Truck Crew | \$25.74     | \$8.09        |
| Power Equipment Operators<br>(Tunnels Above and Below<br>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       |
| Power Equipment Operators:                                                           |                                  |             |               |
|                                                                                      | 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       |
| Ironworkers (Ornamental)                                                             |                                  | \$24.80     | \$10.03       |
| Laborers:                                                                            |                                  |             |               |
|                                                                                      | GROUP 1                          | \$17.68     | \$8.22        |
|                                                                                      | GROUP 2                          | \$18.18     | \$8.27        |
|                                                                                      | GROUP 3                          | \$21.59     | \$8.61        |
| Laborers: (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        |
| Laborers (Removal of Asbestos)                                                       |                                  | \$21.03     | \$8.55        |
| Truck Drivers:                                                                       |                                  |             |               |
|                                                                                      | 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       |



POWER EQUIPMENT OPERATOR CLASSIFICATIONS  
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

*NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.*

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less.

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, tractor with sideboom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 - including caissons to 8' carrying Reinforcing Rods; Dowel Bars; Fence Erectors; Fire Watchers on power plants and oilrefineries; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; pipe plants and yards; Shrubs and flowers; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Boring Machines; Air Hydraulic Boring machines; Automatic Concrete Power Curbing

Machines; Concrete Processing Material; form setters; Highways, Streets, and Airports runways; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil and Telephone Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzelmen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalers; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

#### TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Guniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

#### TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

GROUP 3 - Truck Driver Snow Plow.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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



**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**

Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton Staff HR Professional  
DATE: Friday August 17, 2012  
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act. The rates will be provided as a supplemental to the Davis-Bacon Highway rates issued by CSA.

The effective date for this publication is **Friday August 17, 2012** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO120019  
Superseded General Decision No. CO20100021  
Modification No. 1  
Publication Date: 08/10/2012  
(8 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.

For questions call (720) 913-5009

Attachments as listed above.

General Decision Number: CO120019 08/10/2012 CO19

Superseded General Decision Number: CO20100021

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2012       |
| 1                   | 08/10/2012       |

CARP9901-008 10/01/2010

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 24.00 | 11.28   |

ELEC0068-016 03/01/2011

|                             | Rates    | Fringes    |
|-----------------------------|----------|------------|
| TRAFFIC SIGNALIZATION:      |          |            |
| Traffic Signal Installation |          |            |
| Zone 1.....                 | \$ 26.42 | 4.75%+8.68 |
| Zone 2.....                 | \$ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:  
 Colorado Springs - Nevada & Bijou  
 Denver - Ellsworth Avenue & Broadway  
 Ft. Collins - Prospect & College  
 Grand Junction - 12th & North Avenue  
 Pueblo - I-25 & Highway 50  
 All work outside of these areas shall be paid Zone 2 rates.

\* ENGI0009-008 06/25/2012

|                                                                                                                                                                                                                                     | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR:                                                                                                                                                                                                           |          |         |
| (3)-Hydraulic Backhoe<br>(Wheel Mounted, under 3/4<br>yds), Hydraulic Backhoe<br>(Backhoe/Loader<br>combination), Drill Rig<br>Caisson (smaller than<br>Watson 2500 and similar),<br>Loader (up to and<br>including 6 cu. yd.)..... | \$ 24.27 | 8.62    |
| (3)-Loader (under 6 cu.<br>yd.)<br>Denver County.....                                                                                                                                                                               | \$ 24.27 | 8.62    |
| (3)-Motor Grader (blade-<br>rough)                                                                                                                                                                                                  |          |         |

|                                                                                                              |          |      |
|--------------------------------------------------------------------------------------------------------------|----------|------|
| Douglas County.....                                                                                          | \$ 24.27 | 8.62 |
| (4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....                                   | \$ 24.42 | 8.62 |
| (4)-Loader (over 6 cu. yd) Denver County.....                                                                | \$ 24.42 | 8.62 |
| (5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),..... | \$ 24.57 | 8.62 |
| (5)-Motor Grader (blade-finish) Douglas County.....                                                          | \$ 24.57 | 8.62 |
| (6)-Crane (91-140 tons).....                                                                                 | \$ 24.72 | 8.62 |

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SUCO2011-004 09/15/2011

|                                                                                                     | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------|----------|---------|
| CARPENTER (Excludes Form Work)...                                                                   | \$ 19.27 | 5.08    |
| CEMENT MASON/CONCRETE FINISHER                                                                      |          |         |
| Denver.....                                                                                         | \$ 20.18 | 5.75    |
| Douglas.....                                                                                        | \$ 18.75 | 3.00    |
| ELECTRICIAN (Excludes Traffic Signal Installation).....                                             | \$ 35.13 | 6.83    |
| FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....                                           | \$ 13.02 | 3.20    |
| GUARDRAIL INSTALLER.....                                                                            | \$ 12.89 | 3.20    |
| HIGHWAY/PARKING LOT STRIPING:Painter                                                                |          |         |
| Denver.....                                                                                         | \$ 12.62 | 3.21    |
| Douglas.....                                                                                        | \$ 13.89 | 3.21    |
| IRONWORKER, REINFORCING (Excludes Guardrail Installation).....                                      | \$ 16.69 | 5.45    |
| IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)..... | \$ 18.22 | 6.01    |
| LABORER                                                                                             |          |         |
| Asphalt Raker.....                                                                                  | \$ 16.29 | 4.25    |
| Asphalt Shoveler.....                                                                               | \$ 21.21 | 4.25    |
| Asphalt Spreader.....                                                                               | \$ 18.58 | 4.65    |
| Common or General                                                                                   |          |         |
| Denver.....                                                                                         | \$ 16.76 | 6.77    |
| Douglas.....                                                                                        | \$ 16.29 | 4.25    |
| Concrete Saw (Hand Held)....                                                                        | \$ 16.29 | 6.14    |
| Landscape and Irrigation....                                                                        | \$ 12.26 | 3.16    |
| Mason Tender-Cement/Concrete                                                                        |          |         |
| Denver.....                                                                                         | \$ 16.96 | 4.04    |
| Douglas.....                                                                                        | \$ 16.29 | 4.25    |

|                                                                                                                                                |          |      |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|
| Pipelayer                                                                                                                                      |          |      |
| Denver.....                                                                                                                                    | \$ 13.55 | 2.41 |
| Douglas.....                                                                                                                                   | \$ 16.30 | 2.18 |
| Traffic Control (Flagger)...                                                                                                                   | \$ 9.55  | 3.05 |
| Traffic Control (Sets<br>Up/Moves Barrels, Cones,<br>Install Signs, Arrow<br>Boards and Place<br>Stationary Flags) (Excludes<br>Flaggers)..... | \$ 12.43 | 3.22 |
| PAINTER (Spray Only).....                                                                                                                      | \$ 16.99 | 2.87 |
| POWER EQUIPMENT OPERATOR:                                                                                                                      |          |      |
| Asphalt Laydown                                                                                                                                |          |      |
| Denver.....                                                                                                                                    | \$ 22.67 | 8.72 |
| Douglas.....                                                                                                                                   | \$ 23.67 | 8.47 |
| Asphalt Paver                                                                                                                                  |          |      |
| Denver.....                                                                                                                                    | \$ 24.97 | 6.13 |
| Douglas.....                                                                                                                                   | \$ 25.44 | 3.50 |
| Asphalt Roller                                                                                                                                 |          |      |
| Denver.....                                                                                                                                    | \$ 23.13 | 7.55 |
| Douglas.....                                                                                                                                   | \$ 23.63 | 6.43 |
| Asphalt Spreader.....                                                                                                                          | \$ 22.67 | 8.72 |
| Backhoe/Trackhoe                                                                                                                               |          |      |
| Douglas.....                                                                                                                                   | \$ 23.82 | 6.00 |
| Bobcat/Skid Loader.....                                                                                                                        | \$ 15.37 | 4.28 |
| Boom.....                                                                                                                                      | \$ 22.67 | 8.72 |
| Broom/Sweeper                                                                                                                                  |          |      |
| Denver.....                                                                                                                                    | \$ 22.47 | 8.72 |
| Douglas.....                                                                                                                                   | \$ 22.96 | 8.22 |
| Bulldozer.....                                                                                                                                 | \$ 26.90 | 5.59 |
| Concrete Pump.....                                                                                                                             | \$ 21.60 | 5.21 |
| Drill                                                                                                                                          |          |      |
| Denver.....                                                                                                                                    | \$ 20.48 | 4.71 |
| Douglas.....                                                                                                                                   | \$ 20.71 | 2.66 |
| Forklift.....                                                                                                                                  | \$ 15.91 | 4.68 |
| Grader/Blade                                                                                                                                   |          |      |
| Denver.....                                                                                                                                    | \$ 22.67 | 8.72 |
| Guardrail/Post Driver.....                                                                                                                     | \$ 16.07 | 4.41 |
| Loader (Front End)                                                                                                                             |          |      |
| Douglas.....                                                                                                                                   | \$ 21.67 | 8.22 |
| Mechanic                                                                                                                                       |          |      |
| Denver.....                                                                                                                                    | \$ 22.89 | 8.72 |
| Douglas.....                                                                                                                                   | \$ 23.88 | 8.22 |
| Oiler                                                                                                                                          |          |      |
| Denver.....                                                                                                                                    | \$ 23.73 | 8.41 |
| Douglas.....                                                                                                                                   | \$ 24.90 | 7.67 |
| Roller/Compactor (Dirt and<br>Grade Compaction)                                                                                                |          |      |
| Denver.....                                                                                                                                    | \$ 20.30 | 5.51 |
| Douglas.....                                                                                                                                   | \$ 22.78 | 4.86 |
| Rotomill.....                                                                                                                                  | \$ 16.22 | 4.41 |
| Screed                                                                                                                                         |          |      |
| Denver.....                                                                                                                                    | \$ 22.67 | 8.38 |
| Douglas.....                                                                                                                                   | \$ 29.99 | 1.40 |
| Tractor.....                                                                                                                                   | \$ 13.13 | 2.95 |
| TRAFFIC SIGNALIZATION:                                                                                                                         |          |      |
| Groundsman                                                                                                                                     |          |      |
| Denver.....                                                                                                                                    | \$ 17.90 | 3.41 |

|                                             |          |      |
|---------------------------------------------|----------|------|
| Douglas.....                                | \$ 18.67 | 7.17 |
| TRUCK DRIVER                                |          |      |
| Distributor                                 |          |      |
| Denver.....                                 | \$ 17.81 | 5.82 |
| Douglas.....                                | \$ 16.98 | 5.27 |
| Dump Truck                                  |          |      |
| Denver.....                                 | \$ 15.27 | 5.27 |
| Douglas.....                                | \$ 16.39 | 5.27 |
| Lowboy Truck.....                           | \$ 17.25 | 5.27 |
| Mechanic.....                               | \$ 26.48 | 3.50 |
| Multi-Purpose Specialty &<br>Hoisting Truck |          |      |
| Denver.....                                 | \$ 17.49 | 3.17 |
| Douglas.....                                | \$ 20.05 | 2.88 |
| Pickup and Pilot Car                        |          |      |
| Denver.....                                 | \$ 14.24 | 3.77 |
| Douglas.....                                | \$ 16.43 | 3.68 |
| Semi/Trailer Truck.....                     | \$ 18.39 | 4.13 |
| Truck Mounted Attenuator....                | \$ 12.43 | 3.22 |
| Water Truck                                 |          |      |
| Denver.....                                 | \$ 26.27 | 5.27 |
| Douglas.....                                | \$ 19.46 | 2.58 |

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

**Career Service Authority****Supplemental to the Davis-Bacon *HIGHWAY* Construction Projects rates  
(Specific to the Denver Projects)  
(Supp 35, Date: 01-13-2012)**

| <b>Classification</b>                                                                |                                  | <b>Base</b> | <b>Fringe</b> |
|--------------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Millwrights                                                                          |                                  | \$28.00     | \$10.00       |
| Line Construction:                                                                   |                                  |             |               |
|                                                                                      | Lineman, Gas Fitter/Welder       | \$36.88     | \$9.55        |
|                                                                                      | Line Eq Operator/Line Truck Crew | \$25.74     | \$8.09        |
|                                                                                      |                                  |             |               |
| Power Equipment Operators<br>(Tunnels Above and Below<br>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       |
|                                                                                      |                                  |             |               |
| Power Equipment Operators:                                                           |                                  |             |               |
|                                                                                      | 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       |
|                                                                                      |                                  |             |               |
| Ironworkers (Ornamental)                                                             |                                  | \$24.80     | \$10.03       |
| Laborers (Removal of<br>Asbestos)                                                    |                                  | \$21.03     | \$8.55        |
| Plumbers                                                                             |                                  | \$30.19     | \$13.55       |
| Pipefitters                                                                          |                                  | \$30.45     | \$12.85       |
| Truck Drivers:                                                                       |                                  |             |               |
|                                                                                      | 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       |
|                                                                                      |                                  |             |               |



POWER EQUIPMENT OPERATOR CLASSIFICATIONS  
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

*NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.*

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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



**DENVER**  
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton, CSA Compensation and Classification  
DATE: August 6, 2012  
SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum all of the current Career Service Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 100  
Publication Date: 8-6-2012  
(9 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. The employer and the individual apprentice must be registered in a program, which has received prior approval, by the U.S. Department of Labor. 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.

Questions call (720) 913-5664

Attachments as listed above.

## APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 02-19-2009

| Classification:           | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------------|------------------|----------------|
| <b>Appliance Mechanic</b> | \$22.34/hour     | \$5.82/hour    |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

## BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 10-22-2010

Effective: 10-21-2011

| Classification:                       | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------------------------|------------------|----------------|
| <b>Entry-Support Mechanic</b>         | \$15.26/hour     | \$5.35/hour    |
| <b>Machinery Maintenance Mechanic</b> | \$19.33/hour     | \$5.82/hour    |
| <b>Controls System Technician</b>     | \$24.90/hour     | \$6.46/hour    |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

### **Entry Support Mechanic**

Under direct supervision, assists the Machinery Maintenance Mechanic in maintaining the operational status of the baggage handling system. Duties include but are not limited to; assisting with adjustments with belt tracking, belt tension, and gearbox.

### **Machinery Maintenance Mechanic**

Performs routine and basic adjustments of baggage handling system equipment including but not limited to, belt tracking, belt tension, and gearbox and bearing lubrication. Performs daily and periodic shift inspections, cleaning, and diagnostics of mechanical system components based on an established preventive maintenance program. Dismantles, repairs, and reassembles equipment or machines for stock replacement or to restore baggage handling system equipment to operational status. Preventive maintenance and overhauling machines includes, but is not limited to, motors, clutches, brakes, transporting telecars, bearings, drive belts, drive shafts, pulleys, gearboxes (speed reducers), and conveyor belting. Maintains daily turnover reports and hourly labor time sheets for warranty reimbursement and statistical tracking of repairs.

### **Controls System Technician**

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not

limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

Removes and replaces plug-in type boards and components. Aligns, replaces, and cleans photocells. Makes minor repairs of connectors, wiring and fuses on-site, and cleans and performs diagnostic routines of electrical and control system components. Performs scheduled routine maintenance on all control system components and reporting devices (including personal computers), based on recommended manufacturer practices. Uses a personal computer to diagnose and correct PLC and operating system software problems. Diagnoses, repairs and aligns laser array (baggage tag reader) and RF reader hardware and software.

Note: Incumbents must possess an Electrician's license when work warrants.

### **BUILDING ENGINEER**

Last Revision: 07-21-2011  
Effective: 07-19-2012

| Classification:          | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b> |
|--------------------------|-------------------------|-----------------------|
| <b>Building Engineer</b> | \$28.85/hour            | \$7.04/hour           |

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs in tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

### **FUEL HANDLER SERIES**

Last Revision: 10-22-2010  
Effective: 10-21-2011

| Classification:                               | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b> |
|-----------------------------------------------|-------------------------|-----------------------|
| <b>Fuel Distribution System Operator</b>      | \$18.97/hour            | \$5.78/hour           |
| <b>Lead Fuel Distribution System Operator</b> | \$19.83/hour            | \$5.88/hour           |
| <b>Fuel Distribution System Mechanic</b>      | \$23.46/hour            | \$6.30/hour           |
| <b>Lead Fuel Distribution System Mechanic</b> | \$24.53/hour            | \$6.42/hour           |

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

#### **Fuel Distribution System Operator:**

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipments

to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

**Lead Fuel Distribution System Operator:**

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Operator classification.

**Fuel Distribution System Mechanic:**

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

**Lead Fuel Distribution System Mechanic:**

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

## CUSTODIANS

Last Revision: 01-20-2011  
Effective: 01-01-2012

| <u>Classification</u> | <u>Base Wage</u> | <u>Fringes</u>                                   |
|-----------------------|------------------|--------------------------------------------------|
| Custodian I           | \$12.33/hour     | \$3.69 SINGLE<br>\$5.17 2-PARTY<br>\$6.39 FAMILY |
| Custodian II          | \$12.68/hour     | \$3.74 SINGLE<br>\$5.23 2-PARTY<br>\$6.44 FAMILY |

### Benefits and Overtime

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Parking            | With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| RTD Bus Pass       | Employer will provide employees with the Bus Pass or pay (\$0.11) per hour for travel differential.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Shift Differential | 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr<br>3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Overtime           | Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.                                                                                                                                                                                                                                                                                                                                        |
| Note               | The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification." |

### Position Descriptions:

|              |                                                                                                                                                                                                                                                                                                                                        |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Custodian I  | Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.                                                                                              |
| Custodian II | Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel. |

**FURNITURE MOVERS**

(Moving, Storage and Cartage Workers)

Last Revision: 10-22-2010

Effective: 10-21-2011

| Classification:       | <u>Base Wage</u> | <u>Fringes</u> |
|-----------------------|------------------|----------------|
| <b>Laborer/Helper</b> | \$17.36/hour     | \$5.59/hour    |
| <b>Driver/Packer</b>  | \$17.43/hour     | \$5.60/hour    |
| <b>Lead Worker</b>    | \$18.22/hour     | \$5.69/hour    |

**LANDSIDE PARKING ELECTRONICS TECHNICIAN**

Last Revision: 10-22-2010

Effective: 10-21-2011

| Classification:                                | <u>Base Wage</u> | <u>Fringes</u> |
|------------------------------------------------|------------------|----------------|
| <b>Landside Parking Electronics Technician</b> | \$22.14/hour     | \$6.14/hour    |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control in order to minimize repair problems and meet manufacturers' specifications.

**SIGN ERECTOR**

Last Revision: 10-15-2009

Effective: 10-15-2010

| Classification:     | <u>Base Wage</u> | <u>Fringes</u> |
|---------------------|------------------|----------------|
| <b>Sign Erector</b> | \$20.19/hour     | \$3.80/hour    |

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws, or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).



**TELEDATA TECHNICIAN**

Last Revision: 07-22-2011  
Effective: 07-19-2012

| Classification:            | <u>Base Wage</u> | <u>Fringes</u> |
|----------------------------|------------------|----------------|
| <b>Teledata Technician</b> | \$35.31/hour     | \$7.78/hour    |

This classification of work is responsible for telephone installation, removal, relocation, problem resolution, cable maintenance and repair ; installs and maintains large programmable PBX systems (Panasonic 1, 2, & 3 line sets, ISDN 6504, 6508, 7504, 7505, 7506, 7507; Northstar stations and systems; Northern Telecom Option 11 system, Vodavi Executive sets and systems, AT&T system 75, Eagle sets and systems; 2/06, 4/10, 8/20, 10/30, 30/70 Merlin systems; 3/8, 6/16, 12/24, and 24/48 Vodavi systems). Duties also include testing circuits, analyzing results, repairing and modifying circuits and equipment in a step by step XY all relay and/or electronic switch system. This classification of worker locates electrical, electronic, and mechanical failures in telephone switching and carrier equipment; repairs equipment by replacing defective parts by such procedures as setting clearances, adjusting spring tensions, wipers, relay contacts and other interrelated mechanisms ; installs or rearranges equipment frames and shelves, and such equipment as line finders, switch banks, selectors, connectors, repeaters, peg counters, restricting post cams, and various interrelated truck circuits. Workers resolve complex problems between exchange, both government and commercial and may direct, instruct, and assist lower level employees with their overall assignments.

**TILE SETTER-MARBLE MASONS-TERRAZZO  
FINISHERS, FLOOR GRINDERS, AND BASE GRINDERS**

Last Revision: 06-03-2010  
Effective: 07-07-2011

| Classification:                        | <u>Base Wage</u> | <u>Fringes</u> |
|----------------------------------------|------------------|----------------|
| <b>Finisher (Tile-Marble-Terrazzo)</b> | \$18.10 /hour    | \$9.33/hr      |

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Journeyman Rates for the Tile Setter classification of work (Tile Setter, Marble Mason, and Terrazzo Worker) are provided by the Davis-Bacon Act.

**TRANSIT TECHNICIANS**

Last Revision: 02-17-2011  
Effective: 01-01-2012

| Classification:                    | <u>Base Wage</u> | <u>Fringes</u>                                                   |
|------------------------------------|------------------|------------------------------------------------------------------|
| <b>Transit Technician - Entry</b>  | \$22.21/hour     | \$6.15/hour                                                      |
| <b>Transit Technician - Senior</b> | \$24.28/hour     | \$6.39/hour                                                      |
| <b>Transit Technician - Lead</b>   | \$25.38/hour     | \$6.52/hour                                                      |
| <b>Elevator Mechanic/Repairer</b>  | \$39.34/hour     | \$27.41/hour (< 5 yrs service)<br>\$28.19/hour (> 5 yrs service) |

In addition, Shift differentials of eight percent (8%) of the employee's straight time pay rate for the second shift and ten percent (10%) for the third shift for straight time work regularly scheduled providing lore that (50%) of the employee's work occurred on such shift.

**Transit Technician-Entry:** Associates in this position will be given instruction by on-the-job and/or classroom training to perform corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro/mechanical, hydraulic, and pneumatic nature. This classification of workers may assist with routine preventive maintenance, inspection, and adjustment. Tasks and procedures are well established and require close supervision. Incumbents will follow the direction of higher level personnel in preventive or corrective maintenance phases of work. Most tasks will be of an apprentice nature and will require close supervision. Incumbents will progress to the journey level after one year as a Transit Technician-Entry.

**Transit Technician-Senior:** This is a full performance level class performing various corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

**Transit Technician-Lead:** Performs lead technical duties such as making work assignments and conducting on-the-job informal training as well as performing various tasks involved with the operation and maintenance of the transit system. The Lead Transit Technician is the specialist in terms of hands-on diagnosis and troubleshooting various problems that may arise on the transit system.

**23210-Elevator Repairer:** The SCA-Directory of Occupations describes, Elevator Repairer as, “repairs and maintains “Automated People Movers” and like named devices used in the transportation of people and materials including, but not limited to elevators, escalators, dumbwaiters, and moving walkways to meet safety regulations and building codes. This worker trouble shoots and determines causes of trouble in brakes, electrical motors, switches, signal and control systems, using computers, test lamps, voltmeters, ammeters, and oscilloscopes, disassembles defective units and repairs or replaces parts such as electrical door locks, cables, electrical wiring and faulty safety devices installs push button control systems, complete control systems, and other devices to modernize automated people mover systems, and cleans and lubricates bearing and other parts to minimize friction.”

**TREE TRIMMERS**

Last Revision: 10-15-2009  
 Effective: 10-15-2010

| Classification:     | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b> |
|---------------------|-------------------------|-----------------------|
| <b>Tree Trimmer</b> | \$16.77/hour            | \$2.48/hour           |

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples from diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipments.

## WINDOW CLEANERS

Last Revision: 02-04-2010

Effective: 01-20-2011

| Classification:       | <u>Base Wage</u> | <u>Fringes</u>                                                  |
|-----------------------|------------------|-----------------------------------------------------------------|
| <b>Window Cleaner</b> | \$20.80 /hour    | \$6.51/hr (Single)<br>\$8.24/hr (2-Party)<br>\$9.01/hr (Family) |

### Benefits/Overtime

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Parking            | With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.                                                                                                                                                                                                                                                                                          |
| Shift Differential | \$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Overtime           | One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Lead Work          | \$1.25 per hour above highest paid employee under supervision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| High Work          | \$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Training           | \$0.25 per hour                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| ECOPASS            | Employer will provide employees with the ECOPASS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Note:              | The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification." |

**Pest Controller**

Established: 08-02-2012

Classification:

**Base Wage**

**Fringes**

**Pest Controller**

\$20.41/hour

\$6.07/hour

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license