

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

CONTRACT NO. 201208978-00

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 **TURNER CONSTRUCTION COMPANY**, a New York corporation registered to do business in Colorado, 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 required 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.

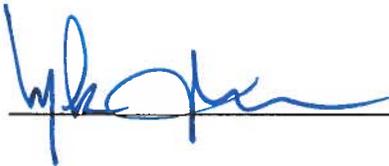
17. TERM

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.

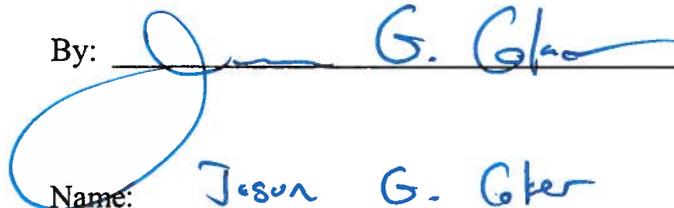
Contract Control Number: 201208978

By: 

Name: MARK J. HUBER
(please print)

Title: GENERAL MANAGER
(please print)

ATTEST: [if required]

By: 

Name: Jason G. Gler
(please print)

Title: PROJECT MANAGER
(please print)



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 _____



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

General Contract Conditions

INDEX

TITLE 1

DEFINITIONS	1
101 CITY	1
102 CONTRACT	1
103 CONTRACT AMOUNT	1
104 CONTRACT DOCUMENTS	1
105 CONTRACT TIME	1
106 CONTRACTOR.....	2
107 CONTRACTOR PERSONNEL.....	2
108 DAYS.....	2
109 DEPUTY MANAGER.....	2
110 DESIGNER.....	2
111 FINAL COMPLETION	2
112 MANAGER	3
113 PRODUCT DATA.....	3
114 PROJECT.....	3
115 PROJECT MANAGER.....	3
116 SAMPLES.....	3
117 SHOP DRAWINGS.....	3
118 SUBCONTRACTOR.....	3
119 SUBSTANTIAL COMPLETION.....	3
120 SUPPLIER	4
121 WORK	4

TITLE 2

CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY	5
201 DEPARTMENT OF AVIATION	5
202 MANAGER OF AVIATION.....	5
203 DEPARTMENT OF PUBLIC WORKS	5
204 MANAGER OF PUBLIC WORKS.....	5
205 BUILDING INSPECTION	5
206 ZONING	5
207 DIVISION OF SMALL BUSINESS OPPORTUNITY	6
208 CITY AUDITOR	6
209 MANAGER OF FINANCE	6
210 CITY ATTORNEY.....	6
211 OFFICE OF RISK MANAGEMENT.....	6
212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY	6
213 CITY'S COMMUNICATION WITH THE CONTRACTOR.....	7

TITLE 3

CONTRACTOR PERFORMANCE AND SERVICES.....	8
301 CONSIDERATION	
(CONTRACTOR'S PROMISE OF PERFORMANCE).....	8
302 NOTICE TO PROCEED AND COMPLETION OF THE WORK	8

303	EXACT CONTRACTOR PERFORMANCE.....	8
304	SUBSTITUTED PERFORMANCE	8
305	WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS	9
306	WORKING HOURS AND SCHEDULE	9
307	CONTRACTOR’S SUPERINTENDENT	10
308	COMMUNICATIONS.....	10
309	CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY	10
310	COMPETENCE OF CONTRACTOR’S WORK FORCE	11
311	NO EMP OF ILLEGAL ALIENS TO PERFORM WORK	11
312	CONDUCT OF CONTRACTOR’S PERSONNEL.....	12
313	SUGGESTIONS TO CONTRACTOR	12
314	WORK FORCE.....	12
315	CONSTRUCTION MACHINES AND STANDBY EQUIPMENT.....	13
316	CUTTING AND PATCHING THE WORK	13
317	PERMITS AND LICENSES.....	13
318	CONSTRUCTION SURVEYS.....	14
319	PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS.....	14
320	TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES	15
321	PROJECT SIGNS	15
322	PUBLICITY AND ADVERTISING	16
323	TAXES.....	16
324	DOCUMENTS AND SAMPLES AT THE SITE.....	17
325	CLEANUP DURING CONSTRUCTION	17
326	SANITARY FACILITIES	18
327	POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES	18
 TITLE 4		
CONTRACT DOCUMENTS (DRAWINGS AND TECHNICAL SPECIFICATIONS).....		19
401	CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION	19
402	OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS.....	20
403	CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR.....	20
404	REQUESTS FOR INFORMATION OR CLARIFICATION.....	21
405	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	21
406	SUBSTITUTION OF MATERIALS AND EQUIPMENT.....	22
 TITLE 5		
SUBCONTRACTS.....		24
501	SUBCONTRACTS	24
502	SUBCONTRACTOR ACCEPTANCE.....	24
 TITLE 6		
TIME OF COMMENCEMENT AND COMPLETION		27
601	BEGINNING, PROGRESS AND TIME OF COMPLETION	27
602	LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES	27
603	DELAY DAMAGES	28

TITLE 7	
COOPERATION, COORDINATION AND RATE OF PROGRESS	29
701 COOPERATION WITH OTHER WORK FORCES.....	29
702 COORDINATION OF THE WORK.....	30
703 COORDINATION OF PUBLIC CONTACT.....	30
704 RATE OF PROGRESS.....	30
TITLE 8	
PROTECTION OF PERSONS AND PROPERTY	32
801 SAFETY OF PERSONS.....	32
802 PROTECTIVE DEVICES AND SAFETY PRECAUTIONS.....	33
803 PROTECTION OF PROPERTY AND WORK IN PROGRESS.....	33
804 PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR PUBLIC UTILITY SYSTEMS.....	34
805 PROTECTION OF STREET AND ROAD SYSTEM.....	35
806 PROTECTION OF DRAINAGE WAYS.....	36
807 PROTECTION OF THE ENVIRONMENT.....	36
808 HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES.....	37
809 ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES.....	37
TITLE 9	
COMPENSATION	38
901 CONSIDERATION (CITY'S PROMISE TO PAY).....	38
902 PAYMENT PROCEDURE.....	38
903 SCHEDULE OF VALUES IN LUMP SUM CONTRACTS.....	39
904 UNIT PRICE CONTRACTS.....	39
905 PROGRESS PERIOD.....	39
906 APPLICATIONS FOR PAYMENT.....	40
907 RELEASES AND CONTRACTORS CERTIFICATIONS OF PAYMENT.....	41
908 RETAINAGE.....	41
909 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS.....	42
910 FINAL ESTIMATE AND PAYMENT.....	43
911 ACCOUNTING OF COSTS AND AUDIT.....	43
TITLE 10	
WAGE	45
1001 PREVAILING WAGE ORDINANCE.....	45
1002 POSTING OF THE APPLICABLE WAGE RATES.....	45
1003 RATE AND FREQUENCY OF WAGES PAID.....	45
1004 REPORTING WAGES PAID.....	45
1005 FAILURE TO PAY PREVAILING WAGES.....	46
TITLE 11	
CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME	47
1101 CHANGE ORDER.....	47
1102 CITY INITIATED CHANGES.....	47
1103 CONTRACTOR CHANGE REQUEST.....	48
1104 ADJUSTMENT TO CONTRACT AMOUNT.....	51
1105 TIME EXTENSIONS.....	54
TITLE 12	

CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES.....	56
1201 NOTICE OF INTENT TO CLAIM	56
1202 SUBMITTAL OF CLAIMS.....	56
1203 WAIVER OF CLAIMS.....	58
TITLE 13	
DISPUTES	59
1301 DISPUTES	59
TITLE 14	
SITE CONDITIONS.....	60
1401 DIFFERING SITE CONDITIONS	60
1402 SITE INSPECTIONS AND INVESTIGATIONS	60
TITLE 15	
PERFORMANCE AND PAYMENT BONDS	62
1501 SURETY BONDS.....	62
1502 PERFORMANCE BOND.....	62
1503 PAYMENT BOND	62
TITLE 16	
INSURANCE AND INDEMNIFICATION	63
1601 INSURANCE.....	63
1602 DEFENSE AND INDEMNIFICATION.....	63
TITLE 17	
INSPECTION AND DEFECTS.....	64
1701 CONSTRUCTION INSPECTION BY THE CITY	64
1702 AUTHORITY OF INSPECTORS	64
1703 OBSERVABLE DEFECTS	64
1704 DEFECTS - UNCOVERING WORK	64
1705 LATENT DEFECTS.....	65
1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK.....	65
TITLE 18	
WARRANTIES, GUARANTEES AND CORRECTIVE WORK.....	66
1801 CONTRACTOR’S WARRANTIES, GUARANTEES AND CORRECTION OF WORK	66
1802 PERFORMANCE DURING WARRANTY PERIOD	67
TITLE 19	
SUBSTANTIAL COMPLETION OF THE WORK.....	69
1901 CONTRACTOR’S NOTICE OF SUBSTANTIAL COMPLETION	69
1902 INSPECTION AND PUNCH LIST.....	69
1903 CERTIFICATE OF SUBSTANTIAL COMPLETION	69
1904 RIGHT OF EARLY OCCUPANCY OR USE	69
TITLE 20	
FINAL COMPLETION AND ACCEPTANCE OF THE WORK	71
2001 CLEAN-UP UPON COMPLETION	71
2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK	71
2003 FINAL SETTLEMENT	71

TITLE 21	
SUSPENSION OF WORK.....	74
2101 SUSPENSION OF WORK	74
2102 SUSPENSION OF THE WORK FOR THE CITY’S CONVENIENCE.....	74
2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY.....	75
2104 SUSPENSION RESULTING FROM CONTRACTOR’S FAILURE TO PERFORM	75
 TITLE 22	
CITY’S RIGHT TO TERMINATE THE CONTRACT	76
2201 TERMINATION OF CONTRACT FOR CAUSE.....	76
2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY.....	77
 TITLE 23	
MISCELLANEOUS PROVISIONS.....	80
2301 PARTIES TO THE CONTRACT	80
2302 FEDERAL AID PROVISIONS	80
2303 NO WAIVER OF RIGHTS	80
2304 NO THIRD PARTY BENEFICIARY	80
2305 GOVERNING LAW; VENUE	81
2306 ABBREVIATIONS	81
2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h).....	81

**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. Contractor 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

Liberty Bond No. 015038695
Travelers Bond No. 105810683
F&D/Zurich Bond No. 9095977
Federal Bond No. 82319976
CNA Bond No. 929556452
XL Bond No. SUR7402356

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **TURNER CONSTRUCTION COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of **NEW YORK**, hereafter referred to as the "Contractor", and SEE ATTACHMENT A, a corporation organized and existing under and by virtue of the laws of the State of SEE ATTACHMENT A, 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. 201208978 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 13th day of February, 2013

Attest:

Sandra K. Wolf
Assistant Secretary Sandra K. Wolf

TURNER CONSTRUCTION COMPANY
Contractor

By: [Signature]

Sr. Vice President
SEE ATTACHMENT A

Surety

By: SEE ATTACHMENT A
Attorney-In-Fact

(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: [Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: [Signature]
MAYOR

By: [Signature]
MANAGER OF PUBLIC WORKS

ATTACHMENT A

Liberty Mutual Insurance Company, a Massachusetts Corporation
Travelers Casualty and Surety Company of America, a Connecticut corporation
Fidelity and Deposit Company of Maryland, a Maryland corporation
Zurich American Insurance Company, a New York corporation
Federal Insurance Company, an Indiana corporation
The Continental Insurance Company, a Pennsylvania Corporation
XL Specialty Insurance Company, a Delaware Corporation

Liberty Mutual Insurance Company – A.M. Best Rating A XV

175 Berkeley Street, Boston, MA 02116

212-719-7750

Mailing Address for Notices:

Michael Bramhall, Claims Counsel

450 Plymouth Road, Suite 400

Plymouth Meeting, PA 19462-1644

Bond No. 015038695

Travelers Casualty and Surety Company of America – A.M. Best Rating A+ XIV

Construction Services, One Tower Square, Hartford, CT 06183

860-277-1914

Bond No. 105810683

**Fidelity and Deposit Company of Maryland/Zurich American Insurance Company - A.M.
Best Rating A+ XV**

1400 American Lane, Schaumburg, IL 60196

410-599-8730

Bond No. 9095977

Federal Insurance Company – A.M. Best Rating A++ XV

15 Mountain View Road, Warren, NJ 07061

908-903-3461

Bond No. 82319976

The Continental Insurance Company – A.M. Best Rating A XV

333 S. Wabash Avenue, Chicago, IL 60604

212-440-7356

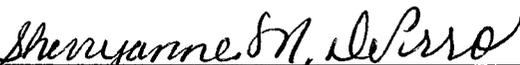
Bond No. 929556452

XL Specialty Insurance Company – A.M. Best Rating A XV

Seaview House, 70 Seaview Avenue, Stamford, CT 06902

410-385-8411

Bond No. SUR7402356

By: 
Sherryanne M. DePirro, Attorney in Fact

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF MISSOURI

COUNTY OF Buchanan

On this 6th day of February, 2013, before me personally came Dewey Newton to me known, who, being by me duly sworn, did depose and say that she/he resides in Kansas City, MISSOURI that she/he is the SENIOR VICE PRESIDENT of the TURNER CONSTRUCTION COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



TIFFANY ANN CORBET
My Commission Expires
July 30, 2016
Buchanan County
Commission #12412153

Tiffany Ann Corbet

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 5th day of February, 2013, before me personally came SHERRYANNE M. DePIRRO to me known, who, being by me duly sworn, did depose and say that she/he resides in TWP. OF WASHINGTON, NEW JERSEY that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 16, 2014



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets		Liabilities	
Cash and Bank Deposits.....	\$ 696,606,839	Unearned Premiums.....	\$3,762,485,913
*Bonds — U.S Government.....	910,151,865	Reserve for Claims and Claims Expense.....	15,817,904,502
*Other Bonds.....	11,794,792,561	Funds Held Under Reinsurance Treaties.....	1,249,980,610
*Stocks.....	8,216,137,875	Reserve for Dividends to Policyholders.....	4,656,284
Real Estate.....	268,420,606	Additional Statutory Reserve.....	77,791,575
Agents' Balances or Uncollected Premiums.....	3,191,269,641	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	151,164,670	Other Liabilities.....	<u>2,885,589,205</u>
Other Admitted Assets.....	<u>12,166,299,092</u>	Total.....	\$23,798,408,089
Total Admitted Assets.....	<u>\$37,394,843,149</u>	Special Surplus Funds.....	\$1,036,917,657
		Capital Stock.....	10,000,000
		Paid in Surplus.....	7,732,061,653
		Unassigned Surplus.....	4,817,455,750
		Surplus to Policyholders.....	<u>13,596,435,060</u>
		Total Liabilities and Surplus.....	<u>\$37,394,843,149</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

T. Mikolajewski

 Assistant Secretary

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

Liberty Mutual Insurance Company
Peerless 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 Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, 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, SANDRA K. WOLF, ALICE MCLAUGHLIN, MARY R. MCKEE, SHERRYANNE M. DEPIRRO, MARIA L. SPADACCINI,

all of the city of WOODCLIFF LAKE, state of NEW JERSEY 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 21st day of MAY, 2012.



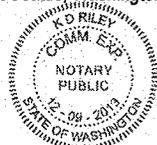
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

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

STATE OF WASHINGTON ss
COUNTY OF KING

On this 21st day of MAY, 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, Peerless Insurance 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, West American Insurance Company and Peerless 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 attorney-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, West American Insurance Company and Peerless 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.

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 5th day of February, 2013, before me personally came SHERRYANNE M. DePIRRO to me known, who, being by me duly sworn, did depose and say that she/he resides in TWP. OF WASHINGTON, NEW JERSEY that she/he is the ATTORNEY IN FACT of the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2011

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 103,657,622	UNEARNED PREMIUMS	\$ 813,328,906
BONDS	3,525,992,354	LOSSES	937,681,730
INVESTMENT INCOME DUE AND ACCRUED	49,234,241	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	2,604,752
OTHER INVESTED ASSETS	249,171,807	LOSS ADJUSTMENT EXPENSES	526,055,953
PREMIUM BALANCES	239,276,662	COMMISSIONS	30,858,691
NET DEFERRED TAX ASSET	67,832,057	TAXES, LICENSES AND FEES	60,276,105
REINSURANCE RECOVERABLE	10,983,463	OTHER EXPENSES	29,866,613
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,344,088	FUNDS HELD UNDER REINSURANCE TREATIES	95,031,416
UNDISTRIBUTED PAYMENTS	2,593,987	CURRENT FEDERAL AND FOREIGN INCOME TAXES	49,086,527
OTHER ASSETS	361,289	REMITTANCES AND ITEMS NOT ALLOCATED	18,641,351
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	31,860,277
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,152,706
		POLICYHOLDER DIVIDENDS	8,117,549
		PROVISION FOR REINSURANCE	6,397,371
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	53,766,609
		PAYABLE FOR SECURITIES	1,249,903
		PAYABLE FOR SECURITIES LENDING	7,344,088
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(71,042,044)
		ESCHEAT LIABILITY	591,943
		OTHER ACCRUED EXPENSES AND LIABILITIES	501,836
		TOTAL LIABILITIES	\$ 2,604,372,282
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,211,791,508
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,652,075,268
TOTAL ASSETS	\$ 4,256,447,550	TOTAL LIABILITIES & SURPLUS	\$ 4,256,447,550

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

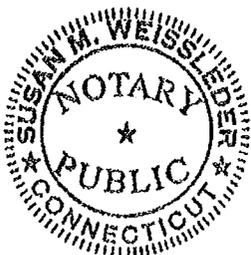
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2011.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 13TH DAY OF APRIL, 2012



POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222859

Certificate No. 004715334

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sandra K. Wolf, Alice McLaughlin, Mary R. McKee, Sherryanne M. DePirro, and Maria L. Spadaccini

of the City of Woodcliff Lake, State of New Jersey, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 26th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 13th day of February, 2013

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 5th day of February, 2013, before me personally came SHERRYANNE M. DePIRRO to me known, who, being by me duly sworn, did depose and say that she/he resides in TWP. OF WASHINGTON, NEW JERSEY that she/he is the ATTORNEY IN FACT of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2011

ASSETS

Bonds	\$ 167,477,539
Stocks	23,576,974
Cash and Short Term Investments	235,580
Reinsurance Recoverable	12,886,175
Other Accounts Receivable	39,980,988
TOTAL ADMITTED ASSETS	\$ <u>244,157,256</u>

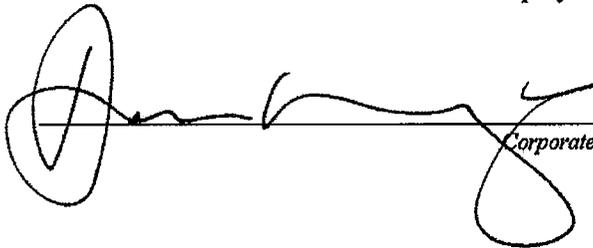
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 127,987
Ceded Reinsurance Premiums Payable	48,215,682
Securities Lending Collateral Liability	1,022,500
TOTAL LIABILITIES	\$ 49,366,169
Capital Stock, Paid Up	\$ 5,000,000
Surplus	<u>189,791,087</u>
Surplus as regards Policyholders	194,791,087
TOTAL	\$ <u>244,157,256</u>

Securities carried at \$59,049,993 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2011 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$253,778,028 and surplus as regards policyholders \$204,411,859.

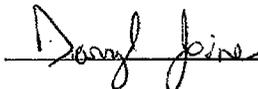
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2011.



 Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2012.



 Notary Public



CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 5th day of February, 2013, before me personally came SHERRYANNE M. DePIRRO to me known, who, being by me duly sworn, did depose and say that she/he resides in TWP. OF WASHINGTON, NEW JERSEY that she/he is the ATTORNEY IN FACT of the ZURICH AMERICAN INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)

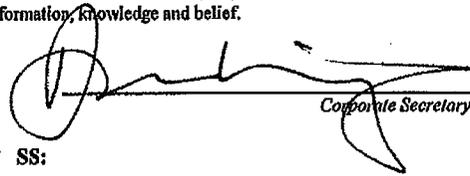


Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006
As of December 31, 2011 and December 31, 2010

	12/31/2011	12/31/2010
Assets		
Bonds	\$ 18,985,096,131	\$ 18,919,367,229
Preferred Stock	259,036	881,155
Common Stock	2,068,881,919	2,164,868,224
Real Estate	-	-
Other Invested Assets	2,065,634,039	2,064,283,585
Short-term Investments	107,298,374	201,721,691
Receivable for securities	18,523,294	-
Cash and cash equivalents	(128,716,627)	295,413,702
Securities lending reinvested collateral assets	120,821,061	355,288,472
Employee Trust for Deferred Compensation Plan	124,809,033	123,641,790
Total Cash and Invested Assets	\$ 23,362,606,260	\$ 24,125,465,848
Premiums Receivable	\$ 3,611,868,304	\$ 3,435,875,097
Funds Held with Reinsurers	28,073,922	62,508,828
Reinsurance Recoverable	233,357,918	217,412,579
Accrued Investment Income	149,372,442	155,412,983
Federal Income Tax Recoverable	788,664,462	864,441,400
Due from Affiliates	95,583,016	84,104,105
Other Assets	459,639,011	475,167,605
Total Assets	\$ 28,729,165,335	\$ 29,420,388,445
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	\$ 14,401,632,170	\$ 14,303,526,826
Unearned Premium Reserve	4,066,273,586	4,266,385,678
Funds Held with Reinsurers	218,214,563	220,452,519
Loss in Course of Payment	353,274,509	326,096,480
Commission Reserve	63,749,920	129,070,777
Federal Income Tax Payable	47,352,138	53,201,046
Royalties and Items Unallocated	69,677,903	47,400,078
Payable to parent, subs and affiliates	92,111,683	130,008,907
Provision for Reinsurance	60,498,188	64,548,922
Ceded Reinsurance Premiums Payable	278,235,370	138,866,405
Securities Lending Collateral Liability	120,821,061	356,743,459
Other Liabilities	1,938,544,837	2,009,922,767
Total Liabilities	\$ 21,710,385,928	\$ 22,046,223,864
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-in and Contributed Surplus	4,394,131,320	4,394,131,321
Surplus Notes	883,000,000	1,533,000,000
Special Surplus Retroactive Reinsurance	55,544,000	96,392,000
Change in Net Deferred Tax Asset	340,894,437	321,550,097
Cumulative Unrealized Gain	209,454,958	132,165,276
Dividends Undeclared	-	-
Loss Portfolio Transfer Account	-	-
Unassigned Surplus	1,130,754,692	891,925,887
Total Policyholders' Surplus	\$ 7,018,779,407	\$ 7,374,164,581
Total Liabilities and Policyholders' Surplus	\$ 28,729,165,335	\$ 29,420,388,445

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2011, according to the best of my information, knowledge and belief.

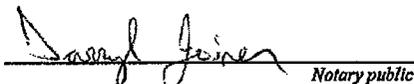


 Corporate Secretary

State of Illinois
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2012.



 Notary public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra K. WOLF, Alice MCLAUGHLIN, Mary R. MCKEE, Maria L. SPADACCINI and Sherryanne M. DEPIRRO, all of Woodcliff Lake, New Jersey, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of June, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

James M. Carroll
Vice President
James M. Carroll

State of Maryland
City of Baltimore
On this 21st day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13 day of February, 2013.



Geoffrey Delisio

Geoffrey Delisio, Vice President

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 5th day of February, 2013, before me personally came SHERRYANNE M. DePIRRO to me known, who, being by me duly sworn, did depose and say that she/he resides in TWP. OF WASHINGTON, NEW JERSEY that she/he is the ATTORNEY IN FACT of the FEDERAL INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2011

(in thousands of dollars)

ASSETS	LIABILITIES AND SURPLUS TO POLICYHOLDERS
Cash and Short Term Investments..... \$ 151,942	Outstanding Losses and Loss Expenses \$ 12,300,432
United States Government, State and Municipal Bonds 10,312,572	Unearned Premiums..... 3,395,082
Other Bonds..... 4,146,378	Ceded Reinsurance Premiums Payable..... 320,332
Stocks 779,367	Provision for Reinsurance 80,930
Other Invested Assets..... 1,924,895	Other Liabilities..... 922,290
TOTAL INVESTMENTS 17,315,154	TOTAL LIABILITIES 17,019,066
Investments in Affiliates:	Special Surplus Funds 222,832
Chubb Investment Holdings, Inc. 3,212,072	Capital Stock..... 20,980
Pacific Indemnity Company..... 2,440,763	Paid-In Surplus..... 3,106,808
Chubb Insurance Investment Holdings Ltd... 1,237,556	Unassigned Funds 10,356,926
Executive Risk Indemnity Inc..... 1,076,901	
CC Canada Holdings Ltd..... 747,660	SURPLUS TO POLICYHOLDERS..... 13,707,546
Great Northern Insurance Company 436,665	
Chubb Insurance Company of Australia Limited 404,315	
Chubb European Investment Holdings SLP .. 251,756	
Vigilant Insurance Company..... 233,604	
Other Affiliates 409,535	
Premiums Receivable 1,470,010	TOTAL LIABILITIES AND SURPLUS
Other Assets 1,490,621	TO POLICYHOLDERS..... \$ 30,726,612
TOTAL ADMITTED ASSETS \$ 30,726,612	

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments with a carrying value of \$431,309,571 are deposited with government authorities as required by law.

State, County & City of New York, — ss:

Yvonne Baker, Assistant Secretary _____ of the Federal Insurance Company

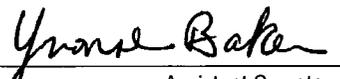
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2011 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2011.

Subscribed and sworn to before me
this March 31, 2012



Dorothy Baker
Notary Public

DOROTHY M. BAKER
Notary Public, State of New York
No. 31-4904994
Qualified in New York County
Commission Expires Sept. 14, 2013



Assistant Secretary



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Sherryanne M. DePirro, Mary R. McKee, Alice McLaughlin, Maria L. Spadacini and Sandra K. Wolf of Woodcliff Lake, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **September, 2010**.

Kenneth C. Wendel, Assistant Secretary

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY
County of Somerset

On this **22nd** day of **September, 2010**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 15, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 5th day of February, 2013, before me personally came SHERRYANNE M. DePIRRO to me known, who, being by me duly sworn, did depose and say that she/he resides in TWP. OF WASHINGTON, NEW JERSEY that she/he is the ATTORNEY IN FACT of the THE CONTINENTAL INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

THE CONTINENTAL INSURANCE COMPANY
Reading, Pennsylvania
Statement of Net Admitted Assets and Liabilities
December 31, 2011

ASSETS

Bonds	\$ 1,914,450,236
Stocks	128,579,415
Cash and short-term investments	281,772,666
Uncollected premiums and agents' balances	47,328,139
Amounts recoverable from reinsurers	59,521,290
Funds held by or deposited with reinsured companies	2,322,597
Net deferred tax asset	62,471,294
Investment income due and accrued	24,026,248
Deferred premiums, agents' balances and installments booked but deferred and not yet due	51,427,104
Receivables from parent, subsidiaries and affiliates	79,150,626
Equities and deposits in pools and associations	11,768,304
Other assets	5,708,003
Total Assets	\$ 2,668,525,922

LIABILITIES AND SURPLUS

Losses	\$ 831,227,339
Loss adjustment expense	34,704,129
Contingent and other commissions payable	17,688,148
Other expense	9,660,913
Taxes, licenses and fees	47,868,986
Ceded reinsurance premiums payable (net of ceding commissions)	16,418,087
Funds held by company under reinsurance treaties	1,192,373,600
Retroactive reinsurance reserve ceded	(831,823,966)
Other liabilities	109,768,318
Total Liabilities	1,427,885,554

Surplus Account:

Capital paid up	53,566,360	
Gross paid in and contributed surplus	1,423,436,994	
Special Surplus	55,315,536	
Unassigned funds	<u>(291,678,522)</u>	
Surplus as regards policyholders		\$ 1,240,640,368
Total Liabilities and Capital		\$ 2,668,525,922

I, Amy M. Smith, Assistant Vice President of The Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2011, as filed with the various Insurance Departments and is a true and correct statement of the condition of The Continental Insurance Company as of that date.

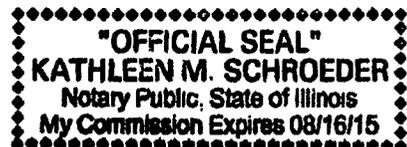
The Continental Insurance Company

By Amy M Smith
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2012.

My commission expires:

Kathleen Schroeder
Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Alice Mc Laughlin, Sandra K Wolf, Mary R Mc Kee, Maria L Spadaccini, Sherryanne M De Pirro, Individually

of Woodcliff Lake, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of September, 2012.

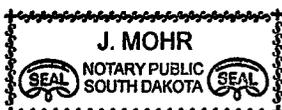


The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 14th day of September, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2015

J Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 13 day of February, 2013.



The Continental Insurance Company

D Bult
D. Bult Assistant Secretary

Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 5th day of February, 2013, before me personally came SHERRYANNE M. DePIRRO to me known, who, being by me duly sworn, did depose and say that she/he resides in TWP. OF WASHINGTON, NEW JERSEY that she/he is the ATTORNEY IN FACT of the XL SPECIALTY INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 18, 2014

XL SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS
December 31, 2011
(U.S. Dollars)

Assets:		Liabilities:	
Bonds	218,174,822	Loss & loss adjustment expenses	197,399,747
Stocks	71,714,925	Reinsurance payable on paid loss and loss adjustment expenses	136,192
Cash and short-term investments	73,721,411	Unearned premiums	34,394,258
Receivable for securities		Ceded reinsurance premium payable	
Total Invested Assets	363,611,158	Funds held by company under reinsurance treaties	
		Payable for Securities	
		Other Liabilities	16,629,551
		Total Liabilities	248,559,748
Agents Balances	21,895,863	Capital and Surplus:	
		Aggregate write-ins for special surplus funds	2,924,582
Funds held by or deposited with reinsured companies	5,183,396	Common capital Stock	5,812,500
Reinsurance recoverable on loss and loss adjustment expense payments		Gross paid in and contributed surplus	127,387,019
Accrued interest and dividends	1,836,813	Unassigned surplus	27,914,070
Other admitted assets	20,070,689	Total Capital and Surplus	164,038,171
Total Admitted Assets	412,597,919	Total Liabilities, Capital and Surplus	412,597,919

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2011, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at Seaview House, 70 Seaview Avenue, Stamford, CT 06902-06040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.

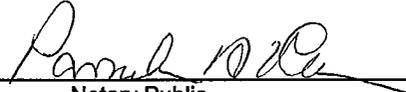


Vice President and Controller

State of Connecticut

County of Fairfield

The foregoing financial information was acknowledged before me this 27th of April, 2012 by Andrew Robert Will of XL Specialty Insurance Company on behalf of the corporation.



Notary Public





Power of Attorney
 XL Specialty Insurance Company
 Greenwich Insurance Company
 XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
 UNLIMITED POWER OF ATTORNEY
 XL1504171

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

Sherryanne M. DePirro, Maria L. Spadaccini, Alice McLaughlin, Mary R. McKee, Sandra K. Wolf

each its true and lawful Attorney(s) in fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 21st day of September 2012.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this September 21st, 2012.

**XL SPECIALTY INSURANCE COMPANY
 GREENWICH INSURANCE COMPANY**

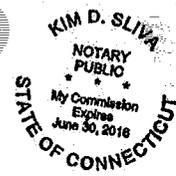


By: *David S. Hewett*
 SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
 SECRETARY

STATE OF CONNECTICUT
 COUNTY OF FAIRFIELD

On this 21st day of September, 2012, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva
 NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original and that the said Power of Attorney is still in full force

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 13 day of Feb 2013



Toni Ann Perkins

SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 21st day of September, 2012.



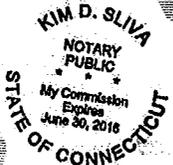
XL REINSURANCE AMERICA INC.

by: *[Signature]*
SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*
SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 21st day of September, 2012, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kim D. Sliva

NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of the XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Hartford, this 13 day of Feb 2013



Toni Ann Perkins

SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after September 21, 2017
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND



PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION

Assistant City Attorney
City and County of Denver
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Re: **TURNER CONSTRUCTION COMPANY**

Contract No.: **201208978**
Project Name: **On Call Construction**
Contract Amount: **\$50,000.00**
Performance and Payment Bond Nos.: Liberty 015038695
Travelers 105810683
F&D/Zurich 9095977
Federal 82319976
CNA 929556452
XL SUR7402356

Dear Assistant City Attorney:

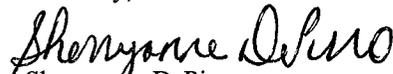
The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland/Zurich American Insurance Company, Federal Insurance Company, The Continental Insurance Company and XL Specialty Insurance Company, insurance companies on February 5, 2013.

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 at 201-644-2511.

Thank you.

Sincerely,


Sherryanne DePirro
Surety Analyst

/sd

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 = XXXXXXXXXXXX	-
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

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.

**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



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: _____

Attachment 1
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2013

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 Turner Surety and Insurance Brokerage, Inc. 300 Tice Boulevard - Suite 250 Woodcliff Lake, NJ 07677	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): 201-644-2500	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Insurance Company		23043
INSURER B : Liberty Mutual Fire Insurance Company		23035
INSURER C : Liberty Insurance Corporation		42404
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES

CERTIFICATE NUMBER: AQE78JNP

REVISION NUMBER:

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			TB1-625-092815-042: Ea. Occ, Dam to Rent Prem, Pers & Adv Inj: \$250k. TL1-625-092815-082: Ea. Occ, Pers & Adv Inj, Dam to Prem: \$1.75mm. Total Aggs at right.	11/01/2012	11/01/2013	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 12,500,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-625-092815-012	11/01/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC7-625-092815-032 Employers Liab./Stop-Gap OH, ND, WA, WV, WY	11/01/2012	11/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
								\$
								\$
								\$
								\$

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

LOCATION: CITY AND COUNTY OF DENVER - ON-CALL CONSTRUCTION SERVICES 201208978, 201 W. COLFAX AVENUE, DENVER, CO.

JOB #130205

ADDITIONAL INSURED: THE CITY AND COUNTY OF DENVER, ITS ELECTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS REGARDING GENERAL LIABILITY AND AUTO LIABILITY POLICIES.

CERTIFICATE HOLDER**CANCELLATION**

CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS 201 WEST COLFAX - DEPT. #611 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 



ZURICH

TSIB201108

Zurich American Insurance Company

(A stock company herein called the Company)
1400 American Lane; Schaumburg, Illinois 60196-1056

CERTIFICATE OF INSURANCE

CERTIFICATE PERIOD 02/01/13 to 08/01/14 **CERTIFICATE NUMBER** Under \$5 Million

This Certificate follows the terms and conditions of **ZURICH AMERICAN INSURANCE COMPANY** Policy MBR 4550345-09

This certificate neither affirmatively nor negatively amends, extends or alters the coverage, limits, terms or conditions of the Master policy unless expressly stated herein.

NAMED INSURED (include address)	TURNER CONSTRUCTION COMPANY 3 Paragon Drive Montvale, NJ 07645	Premium \$2,039	Annual rate/ \$100	Term rate/ \$100	Term Total
		Builders Risk	.1313	.1964	\$1,964
		Delay In Completion		.0000	\$0
		Coastal Windstorm	.0000	.0000	\$0
		Earthquake	.0000	.0000	\$0
		Flood	.0000	.0000	\$0
		Damage To Existing Property			
		Mold	.0000	.0000	\$0
		Certified/Non-Certified Terrorism	.0050	.0075	\$75
		State Surcharge	0	0	\$0
ADDITIONAL INSUREDS (include address)	To the extent required by any contract or subcontract for the 130205-2013 CCD On-Call Construction Services project, and then only as their respective interests may appear, all owners, all contractors and subcontractors of every tier, and tenants at the project location, are recognized as Additional Named Insureds hereunder. As respects architects, engineers, manufacturers and suppliers, their interest is limited to their site activities only.				
LOSS PAYEE (include address)					
MORTGAGEE (include address)					
PROJECT LOCATION (include address)	130205-2013 CCD On-Call Construction Services Denver, CO 80202				
PROJECT DESCRIPTION (Structural type, size, material type, occupancy, etc.) (If renovation or rehab, be specific)	On call general contracting services for municipal building remodeling, retrofitting and renovation projects. Individual Work Orders will be limited to a maximum amount of \$400,000. Total cost of construction under this contract shall not exceed \$5 mil Construction Type: New Construction Scope of Work: Government Buildings Term (Days):546 Project Value: \$1,000,000				

COVERAGE	Contractor's Wrap Around
(Place X in all applicable coverage blocks)	

STANDARD COVERAGE TERMS

(Coverage shall only apply under this Certificate to those individual Limits, Sub-limits and Aggregate Limits for which a value is entered below, but in no event these Sub-limits and Aggregate Limits shall exceed the limit of liability.)

LIMIT OF LIABILITY	\$ 1,000,000	Any One OCCURRENCE During The Certificate Period
SUB-LIMITS OF LIABILITY (Sublimits per OCCURRENCE except Delay In Completion as Certificate Aggregate)	\$ 1,000,000	Physical Damage to the INSURED PROJECT
	\$ 0	Delay In Completion (see coverage terms below for specific sublimits)
	\$ 5,000,000	Physical Damage To Property In Transit - Any One Conveyance
	\$ 5,000,000	Physical Damage To Property In Offsite Storage - Any One Location
	\$ 1,000,000	Architects and Engineers Fees
	\$ 2,500,000	Or 20% of the amount of insureds physical loss or damage to property insured, whichever is less - Expediting Expense and Contractor's Extra Expense, combined
	\$ 250,000	Mold Per Occurrence/ \$250,000 Per Project Aggregate
	\$ 500,000	Physical Damage To Plans, Blueprints, Drawings, Renderings, Specifications Or Other Contract Documents And Models At The Insured Project
	\$ 20,000,000	Ordinance of Law / Demolition & Increased Cost of Construction
	\$ 2,000,000	Damage To Existing Property
	25.0%	Of the amount of insured physical loss or damage to Covered Property, whichever is less - Debris Removal Coverage
	\$ 100,000	Emergency Property Protection Expense – in the Certificate Term
	\$ 250,000	Fire Department Service Charges
	\$ 5,000	Fire Protective Equipment Refills
\$ 250,000	Claims Preparation Costs	
\$ 250,000	Pollution/Contaminant Clean up	
\$ 250,000	Maximum any one item -Trees, Plants, and Shrubs	
\$ 250,000	Better Green Coverage	
ANNUAL AGGREGATES (Aggregate limits apply to each annual period within this Certificate beginning on the Certificate inception date)	\$ 1,000,000	By The Peril Of EARTHQUAKE
	\$ 1,000,000	By The Peril Of NAMED STORM
	\$ 1,000,000	By The Peril Of FLOOD
DEDUCTIBLES (Deductibles apply per OCCURRENCE) (When % is entered, the % is applied against the total insured physical damage values at risk at the time and place of loss subject to the dollar minimum)	\$ 5,000	Physical Damage, Except
	\$ 50,000	% EARTHQUAKE
	\$ 50,000	% NAMED STORM
	\$ 50,000	% FLOOD
	\$ 50,000	% WATER DAMAGE
	\$ n/a	HOT TESTING
	30	Calendar Day Deductible Period – Delay In Completion - Standard Coverage
30	Calendar Day Deductible Period – Delay In Completion - Optional Coverage	

HOT TESTING PERIOD TERMS

(If an X is entered in the coverage block on page one the following must be provided)

HOT TESTING PERIOD: _____ Days



DELAY IN COMPLETION COVERAGE TERMS

(Coverage for Delay In Completion shall only apply under this Certificate when this section is completed in its entirety.)
 *This section only needs to be completed for limits in excess of \$500,000.

NAMED INSURED & BUSINESS ADDRESS			
ANTICIPATED DATE OF COMPLETION		PERIOD OF INDEMNITY	Calendar Days
Subject to individual Certificate Aggregate sublimits shown below, the total Certificate Aggregate sublimit for which the Company shall be liable is			\$
CERTIFICATE AGGREGATE SUB-LIMITS OF LIABILITY	Loss Of Gross Earnings	\$	_____
	Loss Of Rental Income	\$	_____
	Soft Costs / Additional Expense	\$	_____
When a Certificate Aggregate Sub-limit is entered for Soft Costs / Additional Expense above, coverage shall be further limited to the individual Certificate Aggregate Sub-limits entered to the right		Interim Interest Expense	\$ _____
		Realty Taxes / Ground Rents	\$ _____
		Advertising Expense	\$ _____
		Commission Expense	\$ _____
		Architect / Engineer Fees	\$ _____
		Project Administration Expense	\$ _____
		Legal / Accounting Fees	\$ _____
		Insurance Premiums	\$ _____

OTHER COVERAGE TERMS / CONDITIONS

(Identify other terms and conditions below that apply to this Certificate)

COVERAGE INFORMATION

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

CANCELLATION

THE COMPANY MAY ONLY CANCEL THIS POLICY IN THE EVENT OF NON PAYMENT OF THE PREMIUM DUE BY MAILING WRITTEN NOTICE STATING WHEN, NOT LESS THAN TEN (10) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE, TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THE POLICY.

Turner Surety & Insurance Brokerage. By:

Sandra K. Wolf

Issued By: BL – 2/7/13

IMPORTANT DISCLOSURE NOTICE

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under the policy(ies) This amount is \$75.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, the member companies of Zurich North America make available coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after an insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify the policy or affect your rights under the policy.

**Attachment 2
Compliance Plan**

**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**TURNER CONSTRUCTION
ON-CALL CONSTRUCTION SERVICES**

SECTION 1: INTRODUCTION 1
SECTION 2: KEY PERSONNEL2
SECTION 3: STRUCTURING WORK ORDERS FOR M/WBE PARTICIPATION2, 3, 4
SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE
CERTIFIED FIRMS:4, 5
SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS5
SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING.....7
SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT8
SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN9
SECTION 9: MEDIATION.....9

**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY
CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION
TURNER CONSTRUCTION
ON-CALL CONSTRUCTION SERVICES
PWC-2136921**

SECTION 1: INTRODUCTION

- A. Turner Construction (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.
- 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 at the point where the project work is sufficiently defined 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. The Contractor is willing to deliver the construction work in phases on a per project basis as applicable.

SECTION 2: KEY PERSONNEL

Jason Coker, 303.300.7803 jcoker@tcco.com, has been assigned as the Project Manager for this Contract. The Project Manager is responsible for the overall management of the Contractor's performance of the Project.

Dayle Jones, 303.300.7806 dgjones@tcco.com is the Purchasing Manager, who reports to the Project Manager and is responsible for adherence with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.

Bambi Truitt, 303.504.3705 btruitt@tcco.com is the Purchasing Assistant, who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained.

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 in 10 days with each Work Order.

GOALS SCHEDULE CHART				
AVAILABLE SUB-TRADE	APPROXIMATE DOLLAR AMOUNT	PERCENTAGE OF TOTAL PROJECT	ASSIGNED MWBE GOAL PER SECTION	ANTICIPATED RESULTING MWBE PARTICIPATION
Earthwork	\$200,000.00	4.00%	0%	\$ -
Demolition	\$100,000.00	2.00%	0%	\$ -
Utilities	\$150,000.00	3.00%	0%	\$ -
Asphalt Paving	\$50,000.00	1.00%	0%	\$ -
Landscape & Irrigation	\$25,000.00	0.50%	100%	\$25,000.00
Hardscape / Pavers	\$100,000.00	2.00%	15%	\$15,000.00
Concrete	\$200,000.00	4.00%	10%	\$20,000.00
Masonry	\$50,000.00	1.00%	90%	\$45,000.00
Metals	\$250,000.00	5.00%	25%	\$62,500.00
Millwork	\$50,000.00	1.00%	75%	\$37,500.00
Thermal & Moisture	\$150,000.00	3.00%	0%	\$ -
Doors, Frames & Hardware	\$110,000.00	2.20%	0%	\$ -
Glass & Glazing	\$125,000.00	2.50%	50%	\$62,500.00
Framing/Drywall	\$350,000.00	7.00%	10%	\$35,000.00
Acoustical Ceilings	\$25,000.00	0.50%	40%	\$10,000.00
Tile & Flooring	\$450,000.00	9.00%	15%	\$67,500.00
Painting	\$75,000.00	1.50%	8%	\$6,000.00
Specialties	\$25,000.00	0.50%	0%	\$ -
Window Treatments	\$2,500.00	0.05%	90%	\$2,250.00
Elevators	\$200,000.00	4.00%	0%	\$ -
Mechanical	\$500,000.00	10.00%	40%	\$200,000.00
Electrical	\$500,000.00	10.00%	20%	\$100,000.00
Telecom / A-V	\$50,000.00	1.00%	75%	\$37,500.00
General Conditions	\$750,000.00	15.00%	0%	\$ -
Cleaning	\$7,500.00	0.15%	100%	\$7,500.00
SUBTOTAL	\$4,495,000.00	89.90%	16.3%	\$733,250.00
Design / Survey / Testing	\$150,000.00	3.00%	10%	\$15,000.00
Fee (6.5%)	\$305,000.00	6.10%	0%	\$ -
Self-Performance	\$50,000.00	1.00%	0%	\$ -
TOTAL	\$5,000,000.00	100.00%	15.0%	\$748,250.00

- 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: After review of the work to be performed, we develop which bid packages will be required related to each scope of work that we are going to subcontract. For each of these bid packages, we utilize our prequalified list of subcontractors to ensure coverage for each scope. The prequalified list of subcontractors ensures that we have evaluated those subcontractors to be solicited are vetted against areas of potential risk (i.e. financial stability, safety EMR, bonding capacity, etc.). We also utilize this list to involve prequalified MWBE subcontractors to maximize our participation efforts. Upon determining the prequalified list of bidders for each package, we distribute a formal Instructions to Bidders informing each company of bid requirements, schedules, contract documents and so forth for which their proposals will be based on.
- D. Identify any specific issues or potential issues with the contract's scope of work and how the Contractor will address them – specialized work items, etc.
Once we understand the overall project scope of work, Turner key personnel will analyze how to maximize the M/WBE participation for the contract and a plan will be developed and executed. If any specific issues come up regarding the contract's scope of work, we will reach out to the DSBO and work with them to resolve any issues in a manner that is favorable to all parties involved. We will always strive to maximize M/WBE participation by determining the types of work that can be performed by M/WBE firms and adjusting the subcontracting packages accordingly.
- E. State whether the Contractor will prequalify any subcontractors. If prequalification will be used, identify all subcontracts for which the Contractor will prequalify subcontractors, and explain the prequalification process that will be used. Turner's prequalification form is electronic and can be accessed from our website (www.turnerconstruction.com). Our strategy is as follows when evaluating subcontractors:
1. EMR Less Than 1.0
 2. Relevant Experience
 3. Available Resources
 4. Financial Strength and Bonding Ability
 5. Management Team
 6. Schedule Commitment
 7. Understanding of Scope and Quality Expectations

Documentation requested as part of the prequalification process.

- Copy of W-9

- List of company license numbers
- List of state sales tax numbers
- List of state unemployment insurance numbers
- List of insurance agreements
- List of current projects
- List of recently completed projects
- Current financial statement
- Bank information
- Dun and Bradstreet information
- Surety information
- 3 supplier references
- 3 contractor references
- Independent verification letter supporting your EMR for last 3 years
- OSHA 300 logs from last 3 years
- Insurance information

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:
Turner does not typically self-perform direct construction activities, we do however on occasion self-perform construction activities that are generally small in order to expedite the process (ie. We would often opt to install a few doors ourselves in lieu of subcontracting that scope of work out in order to save time). These scopes of work are mainly limited to very small carpentry packages and door installation, and we are completely willing to outsource these activities in an effort to maximize M/WBE participation.

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. Identify any additional efforts or initiatives the Contractor will carry out. Pre-qualified subcontractors will automatically receive electronic information regarding bidding opportunities. In addition to advertising for proposals, our preconstruction staff will contact each qualified subcontractor whose specific capabilities and background matches the scope of work of this project. We recommend doing this during the design phase to get the maximum input from the MEP subcontractors on Constructability and Value Analysis issues. Personal outreach to key subcontractors is the most productive way to generate interest and coverage to obtain competitive subcontractor bids.
- F. Describe the bid/proposal process that will be used. Only fully pre-qualified subcontractors will be solicited. Prior to award, Turner will make an extensive evaluation of the subcontractor's related experience, proposed staff, and financial stability to ensure we are selecting the subcontractor who provides the best combination of cost and value for the project. We would propose making an award based on Competitive Sealed proposals for Fee and General Conditions, with the option of going to a GMP or Lump Sum if the amount remains within the budget. Upon award of subcontracts, each company will be embraced as a team member and will be accountable to the Project Delivery Team. The timeline for this process will vary depending on complexity of each bid package, however, each will follow this basic format:
- Distribution of ITB (Instructions to Bidders)
 - Questions due from bidders (generally 1 week following distribution of bid package)
 - Responses from Owner/Design team required (3 days following receipt of questions)
 - Addendum (if required) issued (within 2 days of formal responses)
 - RFP's due (2 – 3 weeks from distribution of ITB)
 - Evaluation of bids and interviews (if required) will occur the week after RFP submission
 - BAFO (Best & Final Offer) received (will occur within 2 – 3 days of interview or RFP submission)
- 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 package 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 for that package. 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 order 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 package, 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 one or more work orders, but fall short of meeting the participation goal for the total construction contract amount. 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 which 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 project, 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: Turner will run a report with each pay application to track M/WBE participation throughout the project. This report could be generated more frequently as requested by the City and County of Denver but not less than every other month.
- 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 ventures, 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 ventures 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 venture, 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 venture, 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 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

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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 |

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ELEC0068-001 06/01/2011

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

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

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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    |

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\* 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

| <b>Classification:</b> | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b> |
|------------------------|-------------------------|-----------------------|
| <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

| <b>Classification:</b>                         | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b> |
|------------------------------------------------|-------------------------|-----------------------|
| <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

| <b>Classification:</b> | <b><u>Base Wage</u></b> | <b><u>Fringes</u></b> |
|------------------------|-------------------------|-----------------------|
| <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