EXHIBIT E

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PROGRAM COMPLIANCE PLAN

Grissom, Kent C. - PW CPM - Better Denver Bond Program

Augusta, Rafael D. - PW CPM - Better Denver Bond Program From:

Tuesday, November 09, 2010 2:33 PM Sent:

Grissom, Kent C. - PW CPM - Better Denver Bond Program; Wheeler, Robert G. - Department of

Law

Subject: FW: Crime Lab Construction Contract

From: Zacker, Jennifer - OED

Sent: Tuesday, November 09, 2010 2:32 PM

To: Augusta, Rafael D. - PW CPM - Better Denver Bond Program

Subject: Crime Lab Construction Contract

To:

The Compliance Plan written for the Crime Lab CM/GC, referencing CE91262 (the pre-construction CE#), is intended to monitor the construction phase, now assigned as CE03099. The new number may be notated on the cover page for clarity, and I will adjust my records accordingly

Thank you,

Jennifer Zacker

Contract Compliance Coordinator Contracts and Performance Management for the Division of Small Business Opportunity
Office of Reonomic Development
201 W. Colfax, Dept 907
Pageons CO 90202 Denver, CO 80202 F (720) 913-1609 F (720) 913-1803

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Office of Economic Development Division of Small Business Opportunity 201 W. Colfax Ave, Dept 907

Denver, C0 80202 p: 720,913,1999 f: 720 913,1803 www.milehigh.com

www.flydenver.com

Denver International Airport Airport Office Building, Suite 7840 8500 Peña Boulevard Denver, CO 80249-6340 p 303 342 2180 f 303.342.2190

March 18, 2010

Mr. Brian Holthaus JE Dunn Construction Colorado Center – Tower One 2000 S Colorado Blvd Suite 12000 Denver, CO 80222

Re: Denver Police Crime Lab CM/GC - CE 91262

Dear Mr. Holthaus:

The Division of Small Business Opportunity (DSBO) has reviewed the Compliance Plan submitted by JE Dunn Construction on the above referenced project and has determined that this plan complies with the requirements of the MWBE Ordinance and all Rules and Regulations and is consistent with the scope and intent of the MWBE Ordinance.

Therefore, DSBO approves the Compliance Plan submitted by JE Dunn Construction for the contract for the Denver Police Crime Lab.

Please contact Jennifer Zacker, Compliance Coordinator on this project, with any documentation, questions or concerns.

Allen

Sincerely,

Tamela Lee, Directo

Division of Small Business Opportunity

cc: Jennifer Zacker, CPM-DSBO

Brian Holthaus, JE Dunn Construction

Jor City Services

J.F. Dunn Construction Co M/WBE Compliance Plan City & County of Denver Police Crime Lab CE91262

Commitment to M/WBE Program Requirements

JE Dunn's subcontracting goals as set forth by the City & County of Denver M/WBE Ordinance #760 and its Rules and Regulations are as follows:

The MAVISE goal for this project is 24%

The good faith solicitation level is 100% per applicable scope of work

JE Dunn recognizes the importance to ensure the project complies with the City's program requirements and that qualified Minority Business Enterprises and Women Business Enterprises (M'WBE) are given equal opportunities to participate in the project by competing for subcontracts and services awarded by JE Dunn.

Key Personnel

The duties and responsibilities will be carried out by the following members of the J E Dunn construction team who will provide the services shown

Brian Holthaus - Senior Project Manager

Primary contact for accounting, compliance reporting and dispute resolution

Administers subcontract agreements to successful M/WBE and non M/WBE contractors

Issues letters of intent

Attends pre-bid meetings and other meetings with minority contractor organizations regarding procurement opportunities

Provides overall day to day project operations management and overseeing completion of the work

Monty Everson - Senior Estimator

Primary contact regarding estimating and bid documents Prepares and issues the invitation to bid Process subcontractor prequalification requirements Reviews subcontractor bids for completeness

Contact information: Brian Holthaus<u>brian holthaus@jedunn.com</u> 303-753-8988 Monty Everson-<u>monty.everson@jedunn.com</u> 303-300-7880

Community Outreach Efforts:

JE Dunn shall be responsible for the preparation and implementation of the MAWBE subcontractor and community outreach as provided for in this plan. The purpose shall be to provide notice and opportunity to MAWBE firms to participate in the construction of the project by competing for all subcontracts awarded by LE Dunn.

J.E.Dunn shall employ the following procurement standards to assure qualified M/WBH subcontractors have an equitable opportunity to compete by.

Utilizing the City and County of Denver's M-WDE directory to identify certified M-WBE firms that are eligible to contribute to the participation goal.

Providing notice to all M/WBE subcontractors (phone/email and/or fax) regarding the mechanical and electrical Request for Qualifications (RFQ) as well as an invitation to bid for the balance of the scopes of work for the project.

Providing notice of all solicitations (except the mechanical and electrical scopes of work) regarding the construction of the project to minority organizations such as the Colorado Black Chamber of Commerce, Rocky Mountain Minority Supplier Development Council, Hispanic Contractors of Colorado, Colorado Women's Chamber of Commerce, etc. The mechanical and electrical RFQ will be sent directly to all M/WBE firms that are certified for that scope of work.

Publishing notices in several news publications such as the Daily Journal and La Voz Nueva for all scopes of work (except the mechanical and electrical RFQ). The mechanical and electrical RFQ will be sent directly to all MAVBE firms that are certified for that scope of work.

Establishing pre-bid meetings open to all interested bidders to explain bid procedures and job specific requirements.

Requiring that non MAVBE firms solicit bids from MAVBE suppliers/vendors to increase MAVBE participation in the project.

Requiring the mechanical and electrical scopes of work to have a minimum of 24% M/WBE

Targeting specific MAWBE firms with certain scopes of work and directly soliciting their participation

Providing M/WBE subcontractor and vendor list to other first tier non M/WBE s and providing the list of first tier subcontractors list to MAVBE's firms. This will be given to each contractor at his/her request by scope of work.

Assisting MAVBE firms with the JE Dunn prequalification process including one on one meeting if requested.

Methodology for Structuring Bid Packages for M/WBE Participation:

J E Dunn General Pre-qualification Process

JE Dunn has the policy that all subcontractors be prequalified using our online Subcontractor Management System. We ask for financial, bonding, safety, quality references and previous project experience among other items so we can verify the subcontractor's ability to perform the work. Online submission of the information requested as part of JE Dunn's Subcontractor Management System will be accepted up to the bid date. With timely notice, accommodations can be made if the online process is an issue. Prequalification details are attached for reference as Attachment A.

Mechanical & Electrical Subcontractor Solicitation and Qualification Process Due to the complex and critical nature of the mechanical and electrical work on this project and the need to provide a Guaranteed Maximum Price (GMP) on Design Development (DD) documents, we want to have interested subcontractors submit a response to an RFQ (see Attachment C) prior to JE Dunn's contracting with the City. From this response we will evaluate the information based on the attached score card (see Attachment D) and shortlist to a maximum of five firms each for electrical and mechanical scopes of work. These shortlisted subcontractors will then provide a GMP for the mechanical or electrical scopes of work based on the DD documents. The final selection of the mechanical and electrical scopes of work will be

based on overall price, M/WBE participation (24% min), and overall project approach including schedule commitments. The selected contractors will then work the CM/GC and the designers to ensure that we maintain the GMP through overall completion of the design documents.

Front End Documents

J E Dunn will provide to the bidders, front end documents which among other things will have instructions to bidders, a project schedule, sample subcontracts, bid forms, scope of work descriptions, wage rate requirements, safety and insurance requirements

Remaining Bid Packages

We anticipate the balance of the work to be bid out in two to three bid packages. For key scopes such as skin, structural, drywall, elevators and lab casework, these items will be bid out from the Design Development documents so we can establish our GMP with the City. J E Dunn may bid on the concrete and carpentry scopes of work. The remaining scopes of work will be bid based on the appropriate design drawings. Once a price has been submitted by the subcontractor and J E Dunn has reviewed the proposal, J E Dunn will then have post bid interviews with the competitive bidders to verify project management team, scope and schedule clarifications. The award of each subcontract will be based on overall price, MWBE participation and overall project approach including schedule commitments

M/WBE Participation Counting Requirements:

JE Dunn will be soliciting this project through a competitive bid process to obtain the best overall value, quality, performance and safety to achieve the 24% M/WBE goal. The participation percentage is calculated by dividing the total value of the M/WBE subcontractors by the total direct construction cost for the project, (does not include general conditions, contingency, fee, or forced accounts). See Attachment B for a preliminary project participation chart.

- JE Dunn will report subcontractor awards to the City & County of Denver's Project Manager and the Division of Small Business Opportunity compliance office. Once bid analyses are complete, JE Dunn will forward participation choices to DSBO for review and approval prior to issuing contracts.
- JE Dunn will report subcontract totals and project M/WBE participation percentages to DSBO per provisions of the Ordinance.
- J E Dunn will submit monthly participation reports (Contractor's Certification of Payment forms-CCPs) for all tiers of M/WBE subcontractors with pay applications submitted to the City.
- . JEDunn will count the M-WBE participation as follows.
 - M-WBEs acting as a subcontractor at any her may count 100% of the work they perform including the supplies used in performance of that work
 - MAVBE joint venture partnerships at any level will be evaluated on a case by case basis and DSBO will determine the amount of participation that can be counted toward the overall MAVBE project goal. Associated paperwork will need to be completed and submitted by the Joint Venture to DSBO a minimum of 5 business days prior to the bid date for review.
 - MAWBE suppliers at any tier will count toward 60% of the total amount of the cost of the supply.
 - MAWBE firms certified as a manufacturing representative and brokers at any tier level may count only the commissions or fees earned for providing a product/material and cannot count any of the cost of the product/materials they provide.
 - MAWBE trucking firms can be utilized both as subcontractors and brokers of materials/aggregate if they are certified with DSBO in that manner, and paperwork will reflect their respective function.

Compliance reporting:

JE Dunn will document the progress of MAWBE participation as required by DSBO. The following documentation will be maintained and reported monthly or as otherwise required.

Efforts to solicit M/WBE subcontractor participation including:

Dates of solicitation

Names, addresses and telephone numbers of all M/WBE subcontractors contacted. Description of efforts made to contact M/WBE subcontractors

Description of information provided to M/WBE subcontractors

Description of the process and outcome

Advertisements soliciting bids from M-WBE subcontractors in local community publications, or construction industry related publications

Schedules of prebid meetings to inform M-WBE subcontractors and non-M/WBE subcontractors of opportunities to participate.

Evidence that J.E. Dunn provided M/WBE subcontractors necessary access to and adequate time to review all project documents

due at NTP + 5days

Records of submittals to the DSBO including, but not limited to:

Prime contractor background information form

DSBO Schedule of Work form

Subcontractor background information form for all subs

MAWBE letters of intent

Final lien release forms

Monthly contractor's certification of payment form (participation report)

DSBO Change order forms

EEO submittals (only) via LCPTracker payroll functions

Timely use of the B2G Audit Response System by Prime and Subcontractors

Methodology for Dispute Resolution:

JE Dunn will resolve any M/WBE and non M/VBE disputes on a case by case basis as typically done on all of JE Dunn projects subject to contract requirements. JE Dunn can request DSBO assistance with the resolution process. All M/WBE firms are required by subcontract to address all disputes through JE Dunn, and JE Dunn will notify the DSBO of the dispute immediately. For the purposes of this project, disputes will be documented for reporting to the DSBO, with a dispute resolution plan. Documentation will be issued to DSBO upon resolved dispute, filed complaint or claim, or alternately, unresolved dispute results.

Sanctions and Remediation Plan:

 $J \to Dunn$ acknowledges the guidelines set forth by the DSBO for failure to comply with the compliance plan and MAWBE rules and regulations. It is understood that such failure may result in sanctions by the DSBO.

JE Dunn understands it is responsible for compliance of itself and M/WBE subcontractors and is subject to sanctions for possible violations of either.

Levels of commitment to the subcontractors will be maintained along with the goal for the duration of the

In the event the project has a change order that affects the % of MAWBE participation, J E Dunn will work with DSBO on any remediation.

JE Dunn is committed to undertaking the activities outlined herein to achieve the project goal. In the event the total participation level falls below the goal assigned to this project, JE Dunn will submit a remediation plan to the DSBO upon becoming aware of the deficiency. The plan will include steps to increase the participation to comply with the project goal. The DSBO and JE Dunn agree to work to resolve any non compliance issues prior to the levy of any sanctions, subject to the discretion of the Director.

Methodology for Final Reconciliation of M/WBE Participation:

All subcontractors' M/WBE and non MAVBE will provide executed final lien releases indicating that all parties have received payment for completed work. JE Dunn understands that failure to achieve final compliance could result in sanctions of up to 150% of any shortfall, to be withheld from final payment or collections if required, in accordance with Ordinance #760 of the DRMC.

J.E. Dunn may seek review of any such determination by the Director to levy sanction through the dispute resolution process set forth in the Construction Contract.

Attachment A

J E Dunn Construction Co On Line Subcontractor Management System

At JE Dunn we think it is very important to understand the abilities of our subcontractors, so we can understand their strengths and weaknesses and provide them subcontracting opportunities to set them up for success. In order to accomplish this, we require all subcontractors to fill out their company information online, which then allows us to analyze their capabilities. For example, we can make a determination if there are project types that they are best suited for or based on experience and financial stability if there is a maximum contract value they are prequalified for. Below is the information we request from the subcontractors as part of our prequalification process.

Information Requested

General Company Information

Company Financial Information

Banking and Bonding Information

Trade and Project References

Company Safety Information

Company Quality Assurance/ Quality Control Information

Insurance Information

Attachment B

J E Dunn Construction Co. Denver Crime Lab Project M/WBE participation chart

M/WBE participation chart	APPROXIMATE	% OF	ESTIMATED MWBE	ESTIMATED M/WBE
WORKSCOPE	DOLLAR AMOUNT	DIRECT COST	PARTICIPATION \$	PARTICIPATION %
Demolition	\$84,690	0.4%	\$35,000	0.2%
Excavation	\$195,625	0.9%	\$150,000	0.7%
Asphalt Paving	\$6,399	9.0%		0.0%
Concrete Work	\$78,968	0.3%		O 1%
Site Walls	\$110,337	0.5%		0.2%
Signage and Striping	\$1,110	9.0%		0 0%
Site Specialties	\$8,000	W.O.D		0.0%
Site Utilities	\$70,933	0.3%	\$70.933	0 3%
Storm Drainage Systems	\$49,100	0.2%	\$49,100	0.2%
Landscaping and Imgation	\$27,644	0.1%	\$27.644	0 1%
Building Structure	\$2,481,266	10 9%	\$350,000	1.5%
Building Skin	\$2,580,582	11.3%	\$100,000	0.4%
Interior Masonry	\$216,385	0.9%	\$216,385	D 9%
Rough Carpentry	\$75,007	0.3%	\$22,000	. 0.1%
Finish Carpentry and Millwork	\$129,371	0.6%	\$12,000	0.1%
Membrane Roofing	\$200,191	0.9%	\$0	0.0%
Sheet Metal	\$58,671	0.3%	\$0	0.0%
Caulking and Dampproofing	\$159,622	0.7%	\$100,000	0.4%
Doors Frames and Hardware	\$459,793	2 0%	\$25,000	0.1%
Glass and Glazing Systems	\$2,516,442	11.0%	\$150,000	0.7%
Plaster and Drywall Systems	\$1,055,818	4.6%	\$1,025,376	4.5%
Ceramic Tile	\$178,947		\$50,000	0.2%
Acoustical Ceilings	\$266,478	1.2%	\$266,478	1.2%
Flooring	\$475,246		\$175,000	0.8%
Painting	\$92,293		- \$92,293	0.4%
Specialties	\$138,978	0.6%	\$50,000	0.2%
Equipment and Furnishings	\$2,724,223	11.9%	\$0	0.0%
Elevators	\$260,300		\$0	0.0%
Fire Protection	\$316.768		\$85,000	0.4%
Plumbing	\$1,164,717			1.5%
HVAC Systems	\$4,340,124			5.7%
Electrical	\$2,372,886			3.1%
Approx Total Direct Cost	\$22,896,914		CONTRACTOR OF THE PARTY OF THE	
Total MAVBE Participation	A (10 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		\$5,495,527	24.0%
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COLORADO CENTER - TOWER ONE 2000 \$ COLORADO BLYD, SUITE 1 2000 DENVER, CO 80222 TEL 303.753.8988 FAX 303.753.8964

www.jedunn.com

Attachment C

February 25, 2010

SUBCONTRACTOR

Re:

City & County Of Denver Police Crime Lab Building

Request for Qualification - M/E Scopes

Greetings:

We are soliciting interest for the Mechanical and Electrical pre-construction and contracting services for the above referenced project. J. E. Dunn Construction Company has been selected as general contractor for this project. Our team is soliciting subcontractor qualifications for your scope of work.

Our intent is to select a single electrical subcontractor and mechanical subcontractor to assist in pre-construction services and construction. The subcontractors will provide a GMP based on incomplete documents and will be expected to work with the design team in a design assist role and hold the GMP price through final construction documents. If the project team feels that the GMP was maintained, the contractor will be awarded the project. If the GMP was not maintained, the scope will be re-bid.

The selection of firms to provide Mechanical / Electrical services will be made by J. E. Dunn in consultation with the project team (Owner, Construction Manager, Design Team). Based upon evaluation of initial responses, we will narrow the list of invites to a maximum of five subcontractors in each scope, who will then be invited for interviews and GMP project cost breakouts. The short listed firms will need to identify all labor, material, equipment, shop burden, fees, overhead and profit rates. A final selection will then be made based on all qualifications, Project team, GMP proposal, project approach/schedule and MBE/WBE participation.

All companies submitting a response to this RFQ will need to complete the information in our Subcontractor Management System (SMS). If you have previously submitted information in SMS you will need to make sure the information is complete and up to date at the time of your RFQ submission. SMS is our online qualification database and can be found by following this link www.jedunn.com/spq. Accommodations can be made if working with online system is an issue, provided we are given timely notice of the issue. In addition if you need assistance while completing the information, please feel free to contact Cherelle McCalman at 303,300,7882 or cherelle.mccalman@jedunn.com.

Your response is due by no later than Two O'clock on March 5, 2010. We appreciate your interest in this project. If you have any questions, please contact me at 303,300,7891 or john mcclellan@jedunn.com
Sincerely.

J. E. DUNN CONSTRUCTION COMPANY

John McClellan, LEED AP

In pursuit of building perfection"

Director of M / E Services

City & County of Denver Police Crime Lab Mechanical/Electrical Services Request for Qualifications Feb 25, 2010

1. Project Description

The Denver Crime Lab Building includes:

- A 3-story building with a basement and mechanical penthouse.
- Approximately 73,000 GSF with a total construction budget of \$25M
- Mechanical/electrical intensive lab project. Includes enhanced commissioning.
- Comply with Denver Green Print requirements.
- Minimum 24% M/WBE participation for mechanical and electrical work
- Minimum LEED Silver certification based on LEED-NC, Version 2.2
- The on-site construction will start July 2010 with a 13 month total duration

Owner:

City & County of Denver

Architect:

Durrant

Mechanical Engineer:

SmithGroup/Gehring & Assoc.

Electrical Engineer:

SmithGroup/Scanlon-Szynskie.

General Contractor:

J. E. Dunn Construction Company, Denver, CO

Throughout the entire process, the Mechanical and Electrical contractors are expected to work in harmony with the entire project team to produce successful outcomes of common goals, and to exceed the clients' expectations in all tasks and finished product.

2. Proposal Requirements

Response to this Request for Qualifications (RFQ) shall include the following items as they relate to working on a GMP basis:

A. Company Overview

- Firm ownership structure and principals
- · Brief history of the firm, size and growth
- Number of employees, field and office, by trade or discipline
- Revenues generated over the past five (5) years
- Project manpower availability with committed work in progress and contracts through 2011
- · Financial references
- Current insurance coverage, limits carried, EMR
- Surety contact and bonding capacity with letter from bond company
- · Bonding rate

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B. Project Team

- · List key individuals (field and office) to be assigned to the project
- · Describe each person's roles and responsibilities
- · Indicate extent to which each person will be committed to the project
- Include resumes for each person listed which includes title, education, licenses.
 Work history, relevant experience, similar projects, length of time with your firm
- Reference contacts for relevant project experience for key individuals

C. Project Approach

- Describe key factors you identify as necessary to achieve success on this project
- Describe how you will use 3-D coordination drawings to integrate with BIM, minimize any space conflicts, and maximize field installation efficiency.
- Describe how you will utilize off site fabrication to minimize cost and on-site construction.
- Describe your M/WBE plan, and your company approach to utilizing M/WBE participation on all projects.
- Describe how you can help maximize LEED points.
- Describe your control methods for quality assurance
- · Describe your safety control
- Describe your approach to project commissioning/start-up/occupancy/close-out
- Describe your approach to establish an at risk GMP price for your scope of work based on Design Development documents

D. Relevant Experience

- List of Laboratory/Hospital & Healthcare (clean duet protocol & medical gas) projects completed in the last five (5) years, including:
- · Client, location, contract amount, duration of project and services performed
- Contract type and fee basis
- References (Owner, Architect, Engineer, General Contractor or CM)
- Project manager and superintendent foreman
- List of early procurement GMP projects completed in the last five (5) years, including (projects may be used on both lists):
- Items listed above
- Preconstruction manager
- Was the Project converted to Lump sum basis after award?

3. Other Factors

A. List and briefly summarize any project related disputes within the past five (5) years that have resulted mediation, arbitration or legal proceedings (completed, current or pending). Provide your AIA-A305 form.

4. RFQ Timeline:

RFQ Invitation Issued:

RFQ responses due:

Short List Selection:

RFP Issued to short listed firms:

Selections Announced:

Begin Construction:

March 12, 2010

April 2010

July 2010

3. Responses

Additional information that would materially affect proposal responses will be communicated to all concerned. All questions should be addressed to John McClellan for response. See contact information below. Do not contact the owner or the engineer directly. Only information sent in writing by J. E. Dunn should be relied upon in formulating proposals.

Send e-mail RFQ proposals to john.mcclellan@jedunn.com

John McClellan, LEED AP Phone: 303,300,7891

E-Mail: john.meelellan@jedunn.com

END OF RFQ

Subcontractor Evaluation Form
Project Denver Crime Lab
Start of Project July-10
Completion Date October-11

Rating scale: 1 - Poor 2 - Below avg 3 - Acceptable 4 - Above avg 5 - Excellent

ralifications Qualification/Company philosophy/History Company size and growth over the last 5 years Current Workload vs. Schedule Employee Modification Rating (EMR)/Safety Bonding Rate Financial References Number of employees, Field, Office by trade or discipline Revenue generated over last 5 years	Weighting 20%	Rating 6555555555555555555555555555555555555	Average	- - - - -	- - - - -	- - - - -	
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List key personnel to be assigned to this project		0-5		~	-	_	_
Describe each persons rolls and responsibilities	1	0-5		~	-	-	
Indicate extent to which each person will be	1	0-5			_	_	-
committed to the project	1	0-5			-	-	
Resumes for key individuals listed		0-5		-	-	-	-
Reference contacts	OTTO STATE OF THE	0-5		-	-	-	
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eliminary Project Approach	30%						1
Describe key factors for project success	1	0-5		-	-	-	
Utilization of 3D CADD / integration into BIM		0-5		-	-	_	
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Description of MAVBE plan, company approach to		0-5			_	-	-
utilizing MWBE participation on all projects	1	0-5	1	-		-	-
Quality control		0-5		-	-	_	
Describe involvement of maximizing LEED points Description of Safety Program / Control		0-5		-	-	-	-
Approach to start up / commissioning / occupancy /							
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EXHIBIT F

GENERAL CONDITIONS AND OVERHEAD MINIMUM REQUIREMENTS SCHEDULE

The following spreadsheet outlines the minimum General Conditions and Overhead requirements for the project. If there are other items not explicitly referenced in this list, those additional items must be included in Section N at the end of this list and budgeted for in attachment 2. The CM/GC will be contractually obligated to perform the services contained within this spreadsheet part of the project.

A. Project Management

Review Design Concepts Develop Bid Packages Site Use Recommendations Material Selection Recommendations **Building Systems Recommendations Building Equipment Recommendations (Movable) Building Equipment Recommendations (Fixed)** Coordinate Owner-Supplied Fixed Equipment Coordinate Owner-Supplied Movable Equipment Construction Feasibility Recommendations Construction Scheduling Recommendations Life Cycle Costing Analysis Informal Value Engineering Formal Value Engineering Labor Availability Review (Subcontractors) Material Availability Review **Equipment Availability Review** Subcontractor Availability Review Construction Logistical & Execution Plan

B. Project Cost Control

Schematic Design Cost Estimate and Review
Design Document Cost Estimate and Review
Construction Document Estimate and Review
Guaranteed Maximum Price Cost Estimate
GMP Proposal
Bid Package Estimates
Construction Cash Flow Projections (Monthly)
Material Surveys & Trade Contractor Estimates
Set-Up Cost Accounting
Set-Up Reporting Methods
Set-Up Payment Procedure
Set-Up Change Order Procedure
Prepare Change Order Cost Estimates
Verify Correctness of Quantities & Prices of All COs
Continued Project Cost Monitoring

C. Project Scheduling

Preconstruction Activity Schedule (Bar Chart)
Construction Activity Schedule (CPM Set-Up)
Const Activity Schedule w/ Milestones (CPM Updates)
Shop Drawing & Submittal Schedule / Procedure
Mock-Up Schedule & Procedure
Short-Interval Schedules
Occupancy Schedules

D. Subcontractor Selection / Purchasing

Set Prequalification Criteria
Recommend Subcontractor Selection Methods
Recommend Subcontractor Award Methods
Develop Subcontractor Interest
Prepare Bidding Schedules
Issue Plans, Specifications & Addenda
Receive Bids
Analyze Bids
Recommend Award
Determine Local Manpower Availability
Prepare Subcontracts & Supplier Contracts
Prepare Change Orders
Verify Correctness of Quantities & Prices of All CO's
Coordinate Owner-Supplied Fixed Equipment

E. Contract Document Coordination

Constructability Review & Recommendations
Responsibility For Temporary Facilities
Review For Inclusion of All Work
Review For Adequately Phased Construction
Identify Long-Lead Items
Identify Commodity Shortages
Review For Installation of Owner Supplied Fixed Equip
Apply For Building Permits
Obtain Building Permits

F. General Contractor Off-site Staff and Services

Corporate Executives
Principal In Charge
Project Executive
Operations Manager
Construction Manager
Project Manager
Project Engineer
Mechanical & Electrical Coordinator
Safety Manager / Field Audit
EEO Officer

Human Resources

Secretarial

Project Estimating

Project Accounting

Project Data Processing

Project Scheduling

Project Purchasing

G. General Contractor On-site Staff and Services

Project Manager(s)

Project Superintendent(s)

Assistant Superintendent(s) (as required)

Project Engineer(s) (as required)

Field Engineer(s) (as required)

Mechanical & Electrical Coordinator(s) (as required)

Quality Control Engineer (As Required)

Project Assistant / Clerk / Typist (As Required)

Safety Engineer (As Required)

Field Accounting (as required)

Data Processing (as required)

Field Engineering & Layout

Registered Surveyor (As Required)

H. Quality Control / Warranty

Develop & Submit Construction Quality Control Plan

Quality Control Responsibility

Quality Control Inspection Responsibility

Special Inspection Consultants

Special Testing Consultants

Concrete Testing

Masonry Testing

Compaction Testing

Welding Testing

Special Testing Services

Project Progress Photographs

Warranty Inspections Coordination

Prepare Operation Manuals

Prepare Maintenance Manuals

Drug Testing & Screening (Field Personnel)

Warranty Inspections Coordination

Warranty Service Cost Reserves

Prepare Punch List(s)

Approve Punch List(s)

I. Temporary Facilities

Temporary Field Office Facility Field Office Furniture & Equipment Field Office Copier(s) Field Office Fax Machine(s) Field Office Computer(s) & Software Field Office Supplies CM/GC's Storage Trailers / Sheds Field Office Equipment Maintenance & Repairs **Architect / Engineer Temporary Office Project Sign Directional / Warning Signs Bulletin Boards** Potable Drinking Water / Ice / Cups Temporary Toilets / Sanitary Sewer **Temporary Construction Fencing** Barricades **Covered Walkways** Safety Equipment First Aid Station & Supplies Handrails / Toe Boards / Opening Protection Safety Nets **Temporary Stairs** Fire Extinguishers Flag Man / Traffic Control

J. Temporary Utilities

Temp Telephone Install Equipment & Monthly Fee
Telephone Expense (Long Distance Charges)
Telephone Expense (Internet Charges)
Cellular Phone Charges
Temporary Electrical Service / Distribution
Temporary Electrical Wiring & Lighting
Lightbulbs & Temp Electrical Maintenance
Electrical Power Consumption Expense
Temporary Water Service / Distribution
Temporary Water Consumption Expense
Temporary Gas Service / Distribution
Temporary Gas Service Consumption Expense
Temporary Heating Service (Permanent System)

K. Clean-up

Daily Clean-Up
Final Clean-Up
Final Glass Cleaning
Debris Hauling/Removal
Trash Chutes
Trash Dumpsters
Dump Permits & Fees
Dust Control

L. Weather Protection / Temporary Heating

Remove Snow & Ice (Site)
Remove Snow & Ice (Buildings)
Temporary Enclosures (Buildings)
Temporary Weather Protection for Sub Trades
Temporary Heating for Sub Trades
Temporary Field Office Heating Energy Cost
Fuel Cost for Heating (Permanent Heat System)
Permanent Heat System Filter Replacement
Maintenance Cost (Permanent Heat System)
Warranty Cost (Permanent Heat System)

M. On-site Equipment / Hoisting

Automobile(s) & Fuel
Pick-Up Truck(s) & Fuel
Tires & Maintenance Cost for CM/GC Equipment
Hoisting Equipment & Fuel
Material/Personnel Hoist(s)
2-Way Radio Equipment

N. Small Tools & Expendable Supplies

O. LEED Certification

P. Document Reproduction / Printing

Subcontractor / Supplier Prequalification Forms
Bidding Instructions
Postage & Express Delivery Costs
Subcontract & Supplier Contract Agreement Forms
Shop Drawing Reproduction
Printing & Duplication Expense (Miscellaneous)
As-Built Documents (Mark-ups & Recording)
As-Built Documents (Computer Aided Drafting)

As-Built Documents (Printing)
Maintenance Manuals (From Subs)
Operation Manuals (From Subs)
Estimating Forms
Schedule Report Forms
Accounting Forms
Field Reporting Forms
Cost Reporting Forms
Special Forms

O. Insurance & Bonds

Builder's Risk Insurance
Builder's Risk Deductable
Special Insurance - Machinery & Equipment
General Liability Insurance
Umbrella Liability Insurance
Excess Liability Insurance
Excess Liability Insurance
Completed Products Insurance
Professional Liability Insurance
Workman's Compensation Insurance (CM/GC's Only)
FICA / Medicare Insurance (CM/GC's Only)
Federal Unemployment Insurance (CM/GC's Only)
State Unemployment Insurance (CM/GC's Only)
Performance Bond
Payment Bond
Subcontractor & Supplier Bonds

R. Permits & Fees

Site Drainage (Erosion Control) Permit Contractor's Licenses Construction Equipment Licenses Construction Equipment Permits

S. Other

GMP Financial Responsibilities
Guaranteed Maximum Price Proposal
Weekly Project Team & Subcontractor Meetings
Weekly Project Meeting Minutes & Distribution
CM/GC Overhead Cost
CM/GC Profit & Margin

T. Additional Items

EXHIBIT G

RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Promulgated and adopted by the Manager of Public Works pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of insuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age, religion, marital status, political opinion or affiliation or mental or physical handicap and meet certain requirements for the hiring, training, promotion, and treatment during employment of members of ethnic groups subject to differential treatment, including persons of African descent (Black), Spanish-surnamed (Hispanic), Asian-American and American Indian Groups.

RULE I - DEFINITIONS

- A. "City" means the City and County of Denver.
- B. "Manager" shall mean the Manager of Public Works for the City and County of Denver.
- C. "Contract" means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any public building or prosecution or completion of any public work.
- D. "Contractor" means the original party to a contract with the City and County of Denver, also referred to as the "general" or "prime" contractor.
- E. "Director" means the Director of the Division of Small Business Opportunity.
- F. "Subcontractor" means any person, company, association, partnership, corporation, or other entity, which assumes by subordinate agreement some or all of the obligations of the general or prime contractor.
- G. The phrase "Bidding Specifications" as used in Article III, Division 2 of Chapter 28 of the Revised Municipal Code shall include BID CONDITION, INVITATION TO BID, and NOTICE OF PROPOSAL.
- H. "Affirmative Action Program" means a set of specific and result-oriented procedures or steps to which a contractor commits himself to apply every good faith effort to employ members of ethnic minority groups, to include persons of African descent (Black), Spanish surnamed (Hispanic), Asian-American, American Indians, and persons with mental or physical handicap.
- I. "Division of Small Business Opportunity" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

RULE III - HEARING

- A. Contractors will appear at hearings and may be represented by counsel, and may present testimony orally and other evidence.
- B. Hearings shall be conducted by one or more hearing examiners designated as such by the Manager.
- C. The Director of the Division of Small Business Opportunity may participate in hearings as a witness.
- D. Hearings shall be held at the place specified in the notice of hearing.
- E. All oral testimony shall be given under oath or affirmation and a record of such proceedings shall be made.
- F. All hearings shall be open to the public.
- G. The hearing officer shall make recommendations to the Manager who shall make a final decision.

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

REGULATION NO. 2 - EXEMPTIONS:

Each contract and subcontract, regardless of the dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

The Director of the Division of Small Business Opportunity shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Division of Small Business Opportunity or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the Ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Division of Small Business Opportunity; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during

the performance of any contract. The Director of the Division of Small Business Opportunity shall promptly report apparent affirmative action deficiencies to the Manager.

REGULATION NO. 4 - GOALS AND TIMETABLES:

In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

REGULATION NO. 5 - AWARD OF CONTRACTS:

It shall be the responsibility of the Director of the Division of Small Business Opportunity to determine the affirmative action capability of bidders, contractors and subcontractors and to recommend to the Manager the award of contracts to those bidders, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

REGULATION NO. 7 - NOTICE TO PROCEED:

Prior to issuance of the Notice to Proceed, a sign-off will be required of the Director of the Division of Small Business Opportunity or his designee.

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

To the greatest extent possible, the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions, which include but are not limited to the following:

- 1. Advertise invitations for subcontractor bids in minority community news media.
- 2. Contact minority contractor organizations for referral of prospective subcontractors.
- 3. Purchase materials and supplies from minority material suppliers.

REGULATION NO. 9 - AGENCY REFERRALS:

It shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

REGULATION NO. 10 - CLAUSES:

The Manager shall include the appropriate clauses in every contract and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

- 1. APPENDIX A: City and County of Denver Equal Opportunity Clause ALL CONTRACTS funded only with City and County of Denver monies.
- 2. APPENDIX B: Equal Opportunity Clause (11246) ALL FEDERAL ASSISTED.
- 3. APPENDIX C: Section 3 Assurance of Compliance HUD ASSISTED PROJECTS.
- 4. APPENDIX D: Section 3 Clause HUD ASSISTED PROJECTS.

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen (15) days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

REGULATION NO. 12 - BID CONDITIONS - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY:

- 1. APPENDIX E: The Bid Conditions Affirmative Action Requirements Equal Employment Opportunity as amended and published by the U.S. Department of Labor Employment Standards Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.
- 2. APPENDIX F: The Bid Conditions Affirmative Action Requirements Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

CITY AND COUNTY OF DENVER

DEPARTMENT OF PUBLIC WORKS «Division»

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE - ALL CONTRACTS

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
- 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. Each Contractor will comply with all provisions of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and the Director.
- 5. The Contractor will furnish all information and reports required by Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.
- 7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding on each subcontractor or supplier. The Contractor will take such action

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

The Contractor will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Manager and Director. In addition, the Contractor agrees that failure or refusal to comply with these undertakings the Manager may take any or all of the following actions:

- A. Cancellation, termination, or suspension in whole or in part of this contract.
- B. Refrain from extending any further assistance to the applicant under the program with respect to which the failure occurred until satisfactory assurance of future compliance has been received from such applicant.
- C. Refer the case to the City Attorney for appropriate legal proceedings.

SUBCONTRACTS: Each prime Contractor or Subcontractor shall include the equal opportunity clause in each of its subcontracts.

CITY AND COUNTY OF DENVER

DEPARTMENT OF PUBLIC WORKS «Division»

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For All Non-Exempt Construction Contracts to Be Awarded by the City and County of Denver, Department of Public Works.

NOTICE

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT, AND ALL OTHER CONSTRUCTION WORK (BOTH CITY AND NON-CITY) IN THE DENVER AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION, AS APPLICABLE, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITION OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

/s/	
Manager of Public Works	
City and County of Denver	

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

Contractors shall be subject to the provisions and requirements of these bid conditions including the goals and timetables for minority* and female utilization, and specific affirmative action steps set forth by the Division of Small Business Opportunity (DSBO). The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

1. GOALS AND TIMETABLES:

The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

GOALS FOR	GOALS FOR
MINORITY PARTICIPATION	FEMALE PARTICIPATION
FOR EACH TRADE	FOR EACH TRADE
From January 1, 1982	From January 1, 1982
to	to
Until Further Notice	Until Further Notice
21.7% - 23.5%	6.9%

The goals for minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractor's aggregate workforce, which includes all supervisory personnel, in each trade, on all projects for the City and County of Denver during the performance of its contract (i.e., The period beginning with the first day of work on the City and County of Denver funded construction contract and ending with the last day of work).

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract in each trade and minorities and females must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority or female employees from contractor to contractor or from project to project for the purpose of meeting the contractor's goals shall be a violation of these Bid Conditions.

If the Contractor counts the nonworking hours of apprentices they must be employed by the Contractor during the training period; the Contractor must have made a commitment to employ apprentices at the completion of their training subject to the availability of employment opportunities; and the apprentices must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training.

* "Minority" is defined as including, Blacks, Spanish Surname Americans, Asian Americans, and American Indians, and includes both men and minority women.

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

No contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority and female utilization in its aggregate workforce. A contractor, who fails to comply with its obligation under the Equal Opportunity Clause of its contract and fails to achieve its commitments to the goals for minority and female utilization has the burden of proving that it has engaged in an Affirmative Action Program directed at increasing minority

and female utilization and that such efforts were at least as extensive and as specific as the following:

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.
- c. The Contractor should have promptly notified the Department of Public Works, and the Division of Small Business Opportunity when the union or unions with which the Contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the Contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The Contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The Contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.
- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

NOTE: The Director and the Division of Small Business Opportunity will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

3. NON - DISCRIMINATION:

In no event may a contractor utilize the goals and affirmative action steps required in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex, marital status, national origin, age, mental or physical handicap, political opinion or affiliation.

4. COMPLIANCE AND ENFORCEMENT:

In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority and female employment and training.

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

In regard to these Bid Conditions, if the Contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the Contractor shall be presumed to be in compliance with Article III, Division 2 of Chapter 28 of the Revised Municipal Code, the implementing regulations and its obligations under these Bid Conditions. In the event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity Clause.

- 1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
- 2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
- 3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

It shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or female employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, Title VI of the Civil Rights Act of 1964, as amended, and Article III, Division 2 of Chapter 28 of the Revised Municipal Code. It is the policy of the Department of Public Works that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, such Contractors cannot be considered to be in compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, or its implementing rules and regulations.

D. GENERAL REQUIREMENTS:

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a Contractor subcontracts a portion of work in any trade covered by these Bid Conditions, it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor. The Contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Director of any refusal or failure of any subcontractor to fulfill the obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

- 1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
- 2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
- 3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
- Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
- 5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

EXHIBIT H PREVAILING WAGE RATE SCHEDULE



Career Service Authority Denver's Human Resource Agency

201 W Colfax, Department 412

Denver, CC 82/22

p. 720,913,5751

r. 720,913,5720

www.denvergov.org/csa

TO:

All Users of the City of Denver Prevailing Wage Schedules

FROM:

Meredith Creme, Staff Human Resources Professional

DATE:

Friday October 15, 2010

SUBJECT:

Latest Change to Prevailing Wage Schedules

The Career Service Authority Board in their meeting held on November 3, 2005, approved to use the last comprehensive prevailing wage schedule for Heavy and Highway projects, which was published on March 1, 2002, to fill in for missing rates from subsequent Heavy and Highway wage schedules. The missing rates will be provided as supplemental to the Dayis Bacon Heavy and Highway rates issued by CSA.

With regards to the Building rates, the last comprehensive prevailing wage schedule for Building projects which was published on November 9, 2001 will continue to be used to fill in for missing rates from subsequent Building Construction schedules. The missing rates will be provided as supplemental to the Davis-Bacon Building rates issued by CSA.

The attached Prevailing Wage Schedule is effective as of Friday October 15, 2010 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. CO080004 Superseded General Decision No. CO20070004 Modification No. 9 Publication Date: 10-08-2010 (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 guestions call (720) 913-5009

Attachments as listed above.

311 For City Services Denver gets it done!

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In the listing above, the "SU" designation means that rates listed under the identifier do not telled reliedively bardaned wade and filipe benefit rates. Other designations indicate unions whose rates have been determined to be

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EMP OF SEMERAL DESIGNOR

Career Service Authority-Supplemental to the Davis-Bacon Building rates (Specific to the Denver projects) (Supp #85, Date: 10-15-10) (The following rates are from the Fed Davis-Bacon Build-Mod No. 8, 11/09/01 to fill in for missing

rates from subsequent Build Construction Schedules)

		<u>Rales</u>	<u>Fringes</u>
*	Boilermakers	21.34	11.04
9	Power Equip Operator (Local:	#9)	
	Concrete Mixers:		
	Less than 1 yd.	19.22	5.17
	1 yd. And over	19.37	5.17
	Drillers	19.22	5.17
	Loaders over 6 cu yd	19.37	5.17
	Oilers	18.52	5.17
9	Soft Floor Layers	15.70	5.19
6	Ironworkers (Ornamental) use	current Structural rate publish-	ed by the Federal Davis-Bacon
	rates issued by CSA.	,	
	Laborers:		
	Concrete Saw	13,89	W.
	Plasters	16.10	ži.
	Plaster Tenders	10.79	*
	Power Equip Operator:		
	Backhoe	13.84	2.96
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	Yd	14.15	3.03
	Motor Grader	14.48	3.49
	Roller	14.59	-
	Truck Drivers:		
	Dumps:		
	6 to 14 cu yds	13.05	3.49
	15 to 29 cu yds	13.12	3.49
	Flatbed	14.71	2.94
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- To determine the Title Setters-Marble Mason-Terrazzo mechanic rates-Use Davis Bacon-Building rates adopted by the Career Service Board.
- To determine the Title 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.



Career Service Authority Deriver's Human Resource Agency

201 W. Colfas, Department 412

Denver, CL. 80/202

p. 700 913 5751

[720 913 5720

www.denversov.ors/csa

TO:

All Users of the City of Denver Prevailing Wage Schedules

FROM:

Meredith Creme, Staff Human Resource Professional

DATE:

Friday October 15, 2010

SUBJECT:

Latest Change to Prevailing Wage Schedules

Please be advised, to fill in for missing rates from subsequent Heavy and Highway wage schedules, the Career Service Authority Board in their meeting held on November 3, 2005, approved to use the last comprehensive prevailing wage schedule for Heavy and Highway projects published on March 1, 2002. The missing rates will be provided as supplemental to the Davis Bacon Heavy and Highway rates issued by CSA.

With regards to the Building rates, the last comprehensive prevailing wage schedule for Building projects published on November 9, 2001, will continue to be used to fill in for missing rates from subsequent Building Construction schedules. The missing rates will be provided as supplemental to the Davis-Bacon Building rates issued by CSA.

The effective date for this publication will be **Friday October 15, 2010** 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. CO080012 Superseded General Decision No. CO20070012

Modification No. 12
Publication Date: 10-08-2010
(12 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) 913-5009

Attachments as listed above



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Supplemental to the Davis Bacon HEAVY Construction Projects (Specific to the Denver Projects) (Supp #56, Date: 10-15-10)

(The following rates are from the Fed/Davis Bacon/HEAVY & HIGHWAY Mod #0 Dated 03/01/2002 to fill in for missing rates from subsequent HEAVY Construction Schedules)

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EXHIBIT I PERFORMANCE AND PAYMENT BOND



December 30, 2010

City and County of Denver 201 W. Colfax Denver, CO 80202

Re:

J.E. Dunn Construction Company

Bond #82188850 / 105537121 / 72BCSFV2882

Bond Amount: \$26,868,810.00

Project: Police Crime Laboratory, Project No. GI1108_111, Contract Control

No. CE03099

This letter will serve as your authority to date the Bonds and the Powers of Attorney on the above captioned project.

Very truly yours,

Federal Insurance Company
Travelers Casualty and Surety Company of America
Hartford Fire Insurance Company

Bv:

Debra J. Scarborough Attorney-in-Fact

CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned JE Dunn Construction Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri hereafter referred to as the "Contractor", and Federal Insurance Company / Travelers Casualty and Surety Company of America / Hartford Fire Insurance Company a corporation organized and existing under and by virtue of the laws of the State of Indiana / Connecticut / Connecticut 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 TWENTY-SIX MILLION EIGHT HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED TEN AND NO/100 Dollars (\$26,868,810.00), 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 on the day of 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 CE03099. THE NEW DENVER POLICE DEPARTMENT CRIME CONTRACT NO. LABORATORY BUILDING, 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 hereunder, 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
day of, 20	
	1001 Locust, Kansas City, MO 64106 Contractor
Attesta	Contractor
- to the	By: Levence J. Dun
Ey: Mushum	. President
Secretary Secretary	SEE ATTACHED
	Surety
	Ву:
	Attorney-In-Fact
(Accompany this bond with Attorney-in-Fact's at date of the bond).	uthority from the Surety to execute bond, certified to include the
APPROVED AS TO FORM:	APPROVED FOR THE CITY AND COUNTY
Attorney for the City and County of	OF DENVER
Denver	
By:	Ву:
Assistant City Attorney	John W. Hickenlooper
	MAYOR
	By:
	Guillermo V-Vidal MANAGER OF PUBLIC WORKS
	THE THORSE OF A OBJECT OF THE

SURETY SIGNATURE PAGE TO BE ATTACHED TO BOND NO. <u>82188850 / 105537121 / 72BCSFV2882</u>

Police Crime Laboratory Project No. GI11108_111 Contract Control No. CE03099

Bond No. 82188850 Federal Insurance Company 15 Mountain View Road Warren, NJ 07059 908-903-2000

State of Incorporation: Indiana

Limit of Liability: 34%

By: 1 2 stan

Debra J. Ścarborough, Attorney-in-Fact

Bond No. 105537121

Travelers Casualty and Surety Company of America

One Tower Square Hartford, CT 06183-6014

860-277-0111

State of Incorporation: Connecticut

Limit of Liability: 33%

By:_

Debra J. Scarborough, Attorney-in-Fact

Bond No. 37BCSFV2882

Hartford Fire Insurance Company

One Hartford Plaza

Hartford, CT 06155-0001

860-547-5000

State of Incorporation: Connecticut

Limit of Liability: 33%

By:

Debra J. Scarborough, Attorney-in-Fact



Chubb Surety POWER OF ATTORNEY Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Notary Public

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 Adam J. Cantu, Jeffrey C. Carey, Nancy A. Clover, Laura E. Coon, Mark Duggan, Melissa D. Evans, Kathy L. Fagan, Mary T. Flanigan, David M. Lockton, Ronald J. Lockton, Claudia Mandato, Christy M. McCart, Laura M. Murren, Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore, Charles R. Teter III, and Charissa D. Wilson of Kansas City, Missouri

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 8th day of February, 2010

Kenneth C. Wendel, Assistant Secretar

STATE OF NEW JERSEY

8th

On this

County of Somerset

day of February, 2010

53

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 David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in Deponent's presence.



STEPHEN B. BRADT Notary Public, State of New Jersey No. 2321097 Commission Expires Oct. 25, 2014

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 surely 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



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.

222015

Certificate No. 003778276

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

Melissa D. Evans, Patrick T. Pribyl, Debra J. Scarborough, Christy M. McCart, Mary T. Flanigan, Ronald J. Lockton, Claudia Mandato, Laura E. Coon, Jeffrey C. Carey, Kathy L. Fagan, Charles R. Teter III, Adam J. Cantu, Laura M. Murren, Nancy A. Clover, Mark Duggan, Charissa D. Wilson, Evan D. Sizemore, and David M. Lockton

other writings obligatory in the na	, State nore than one is named above, to signature thereof on behalf of the Comp teeing bonds and undertakings requi	n, execute, seal and a panies in their busine	ss of guaranteeing	and all bonds, reco	gnizances, condit ersons, guaranteei	
IN WITNESS WHEREOF, the C	Companies have caused this instrum 2010	ent to be signed and	their corporate sea	ls to be hereto aff	ixed, this	15th
	Farmington Casualty Company Fidelity and Guaranty Insurance Fidelity and Guaranty Insurance St. Paul Fire and Marine Insuran St. Paul Guardian Insurance Con	Underwriters, Inc. nce Company	Trav Trav	aul Mercury Instelers Casualty at elers Casualty at elers Casualty at ed States Fidelity	nd Surety Compa nd Surety Compa	nny nny of America
1977	MCORPORATED A 1951	SEAL S	SEAL S	HARTFORD, CONN.	MARTORO E CORP.	WOODPORMED E 1896
State of Connecticut City of Hartford ss.			Ву:	George W Thomp	Thompson, Senior Vice Pre	sident
Inc., St. Paul Fire and Marine In Company, Travelers Casualty and	day of	any, Fidelity and Gr an Insurance Compa United States Fidelit	uaranty Insurance my, St. Paul Merc y and Guaranty C	Company, Fidelity cury Insurance Co ompany, and that	y and Guaranty In ompany, Travelers he, as such, bein	Casualty and Surety g authorized so to do,

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault, Notary Public

58440-4-09 Printed in U.S.A.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 37-272106

KNOW ALL PERSONS BY THESE PRESENTS THAT:

	С Нε	artford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	← Ha	artford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X	< ☐ На	artford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	На	artford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Tw	vin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Ha	artford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	На	artford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Ha	artford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

David M. Lockton, Patrick T. Pribyl, Melissa D. Evans, Debra J. Scarborough, Mary T. Flanigan, Christy M. McCart, Ronald J. Lockton, Laura E. Coon, Jeffrey C. Carey, Kathy L. Fagan, Adam J. Cantu,

Charles R. Teter III, Mark Duggan, Nancy A. Clover, Laura M. Murren, Charissa D. Wilson, Evan D. Sizemore of Kansas City, MO their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by A. and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Scott E. Paseka Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of Signed and sealed at the City of Hartford.

















Gary W. Stumper, Assistant Vice President

EXHIBIT J

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

		Date:	, 200
(PROJECT NO. and N	NAME)		
		Subcontract #:	
(NAME OF CONTRA	CTOR)	Control of the Contro	
`	•	Subcontract Value: \$	
***************************************		Last Progress Payment:	\$
(NAME OF SUBCONTRACT)	OR/SUPPLIER)	Date: Total Paid to Date: \$	•
Check Applicable Box:		Date of Last Work:	A A A A A A A A A A A A A A A A A A A
[] MBE [] WBE		Date of Last Work.	
The Undersigned hereby certifies that all undersigned for any work, labor or service referenced Project or used in connection w full.	es performed and for a rith the above reference	ny materials, supplies or equip ed Subcontract (the "Work Ef	oment provided on the above fort") have been duly paid in
The Undersigned further certifies that each incurred, on their behalf, costs, charges referenced Project have been duly paid in f	or expenses in conne	subcontractors and suppliers t ection with the undersigned's	hat incurred or caused to be Work Effort on the above
In consideration of \$ represent the Total Paid to Date, also referenced all undersigned this day of County of Denver (the "City"), the above recontractor from all claims, liens, rights, liarising out of or in connection with the performance of the contractor with the performance of the contractor from all claims, liens, rights, liarising out of or in connection with the performance of the contractor from the connection with the performance of the contractor of the contractor from the contractor of the contractor	bove, and other good , 200, th eferenced City Project abilities, demands and	and valuable consideration re the Undersigned hereby releases the City's premises and proper displaying the constraint of the consideration represents the constraint of the c	eceived and accepted by the s and discharges the City and erty and the above referenced
As additional consideration for the payment hold harmless the City, its officers, employ costs, losses, damages, causes of action, jurily any claim or claims against the City or the and which may be asserted by the Underepresentatives, officers, agents, or employed. It is acknowledged that this release is for the	vees, agents and assign adgments under the sub Contractor which aris ersigned or any of its ees.	as and the above-referenced Co ocontract and expenses arising the out of the Undersigned's per as suppliers or subcontractors	ontractor from and against all out of or in connection with formance of the Work Effort of any tier or any of their
The foregoing shall not relieve the undersi the subcontract may have been amended including, without limitation, warranties, gu	, which by their natu	are survive completion of the	Jndersigned's subcontract, as Undersigned's work effort
STATE OF COLORADO) ss.			
CITY OF)		(Name of Subcontractor)	
G' 3 - 1 Left		(ivame of Subcontractor)	
Signed and sworn before me this day of, 200	By:		
uay 01, 200	J.	A STATE OF THE STA	April 1990
Notary Public/Commissioner of Oaths My Commission Expires	Title:		

EXHIBIT K

NOTICE TO PROCEED



Department of Public Works
Engineering Department

201 W. Colfax Avenue Denver, CO 80202 www.denvergov.org/PublicWorks

Current Date

NOTICE TO PROCEED (SAMPLE)

Name Company Street City/State/Zip

CONTRACT NO. CE03099 NEW DENVER POLICE CRIME LABORATORY

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 1999 Edition, you are hereby authorized and directed to proceed on with the work of constructing contract number CE03099 as set forth in detail in the contract documents for the City and County of Denver.
With a contract time of calendar days, the project must be complete on or before
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. Additionally, you must submit your tax exempt certificate, and copies of your subcontractors' certificates, in accordance with General Contract Condition 322.5, to the Project Manager as soon as possible. Failure to submit these certificates will delay processing of payment applications.
Sincerely,
Lesley B. Thomas City Engineer

~11

ce:

for City Services
Denver gets it done!

EXHIBIT L

CONTRACTOR'S CERTIFICATION OF PAYMENT

CONTRACTOR'S CERTIFICATION OF PAYMENT

Office of	
Office of Economic Develo	
Develo	

lopment

201 W. Colfax Ave., Dept. 907 Compliance Unit

Denver, CO 80202

Phone: 720.913.1999

Contractor's Certification of Payment (CCP)

City and County of Denver

	Prepared By (Signature):	The undersigned certifies that the information contained in this document is true, accurate and that the payments sproject and listed herein.	Total	Contractor	Prime/Subcontractor/Supplier Name		(I) - Original Contract Amount: \$	Contractor:	Current Completion Date:	Project #:	Pay Application #:	
AND THE PROPERTY OF THE PROPER	BANKATA KICHANINA PANASA KATANA MANANA M	contained i			MBE WBE			Aveninino di basa di Avente de	Pel	Pro	Pay	Manufacture de la company de l
PROGRAMMENT OF THE PROPERTY OF	ROJER DOJER DYNAMINA BENDER DOST DE CONTROL	n this docur			Original Contract Amount	Α		ACCONTRACT AND ADDRESS OF THE PROPERTY OF THE	Percent Complete:	Project Name:	Pay Period:	ESSA PARTIE DA PROTECTION CONTRACTOR CONTRAC
	According to the state of the s	nent is tr			Â' Bid %	œ		Phone:	fe:	DOCTOR AND REPORT OF THE PROPERTY OF THE PROPE		
Page of		ue, accurate and that		ODTESTATIS vervalans jansjojskijskijskijskijskijskijskijskijskijski	Current Contract Amount including Amendments		epering profess proposed (DC) interfession about the special proposed process		ANNECON CONTRACTOR AND	AND THE PROPERTY OF THE PROPER		
	A delegación de la companya de la co	t the paymen		The state of the s	% Revised (C/I)	O	(II) - Currer	CONTRACTOR OF THE CONTRACTOR O	AT SOUTH COMMENTED A SOUTH COMMENT OF THE COMMENT O	AND PROPERTY OF THE PROPERTY O	«Мафия применя поменя поменя поменя применя поменя поменя поменя поменя поменя поменя поменя поменя поменя пом	- Children of the Late of the Construction of
entre intervierable de chichie in de specie de l'enverogne des l'advess des interviers entre constructions des	Date:	ts shown have been			Requested Amount this Pay Application	E CONTRACTOR DE	(II) - Current Contract Amount: \$	Project Manager:	Prepared By:	mojernickiechte een een een een een een een een een e	Amount Requested: \$	ARENDALEMENT STRUCK STR
		hown have been made to all subcontractors and suppliers used on this		Application #	Amount Paid Previous Pay			okkokiskiskiskiskiskiskiskiskiskiskiskiskisk		der Principal des sociales de l'Angles de l'Angles des companys de companys des companys des companys des companys des companys de companys des companys des companys des companys des companys de companys des companys des companys de c	€9	annas patricitis des colos qui spolo telebro de comerce comerce es un un anna anna anna anna anna anna an
AND THE RESERVE OF THE PROPERTY OF THE PROPERT		tors and suppliers us			Net Paid To Date	G		AD NOOTED DOCKED TO THE VIEW OF THE VIEW O	THE PROPERTY OF THE PROPERTY O	aconymismosymismismismismismismismismismismismismism		Fax: 7;
White distribution of the description of the descri		ed on this			Paid % Achieved (G/II)	I	Victional variation and variat	SANATOR ENTREPRENDANTANTANTANTANTANTANTANTANTANTANTANTANTA	special contraction of the special contraction o	NO STATEMENT OF THE STA		Fax: 720.913.1803



Column H:

Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Avenue, Dept. 907

Denver, CO 80202 Phone: 720-913-1999

Fax: 720.913-1803

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 th	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 MBE/WBEs use the exact name listed in the DSBO Directory.

MBE/WBE/NON: For each name listed, indicate whether the entity is a certified MBE/WBE.

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.

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

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).

EXHIBIT M

FINAL RECEIPT FORM Certificate of Final Release



Department of Public Works
Engineering Department

201 W. Colfax Avenue Denver, CO 80202 www.denvergov.org/PublicWorks

Certificate of Contract Release (SAMPLE)

Date

Name Company Street City/State/Zip

RE: Certificate of Contract Release for CE03099 NEW DENVER POLICE CRIME LABORATORY

Received this date of the City and County of Denver, as		
provided for in the foregoing contract,		
being the remainder of the full amount accruing to the covering and including full payment for the cost of all extended construction of said improvements, and all incidentals the County of Denver from any and all claims or demands who said contract.	tra work and material furnished ereto, and the undersigned here	by the undersigned in the by releases said City and
And these presents are to certify that all persons pe improvements under the foregoing contract have been par payment.		
Contractor's Signature	Date Sign	ned
If there are any questions, please contact me by telephone	at (720) 913-XXXX. Please ret	urn this document via

311 for City Services Deriver gets it done!

facsimile at (720) 913-1805 and mail to original to the above address.

EXHIBIT N

TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS

Documents	Dated	Add. No 1	Add. No 2	ASI No 2
ADDENDA	40/00/2040	V		
Addendum No. 1	10/20/2010	Х	Х	
Addendum No. 2	10/26/2010		^	
GENERAL G0.00 COVER SHEET	10/20/2010	Х		
G0.01 DRAWING INDEX/ GENERAL NOTES	10/20/2010	X		Х
G0.01 DRAWING INDEX GENERAL NOTES G0.02 CODE, SYMBOLS, ABBREVIATIONS	9/10/2010	/		**
	9/10/2010			
G0.03 TYPICAL ADA DETAILS A0.00 LIFE SAFETY PLAN - BASEMENT OVERALL	10/20/2010	Х		
A0.00 LIFE SAFETY PLAN - BASEMENT OVERALL A0.01 LIFE SAFETY PLAN - LEVEL ONE	10/20/2010	x		
A0.02 LIFE SAFETY PLAN - LEVEL TWO	10/20/2010	X		
A0.03 LIFE SAFETY PLAN - LEVEL TWO	10/20/2010	X		
A0.04 LIFE SAFETY PLAN - PENTHOUSE LEVEL	10/20/2010	X		
A0.50 PARTITION TYPES	10/20/2010	X		
A0.60 UL DETAILS	9/10/2010	7.		
A0.61 UL DETAILS	9/10/2010			
A0.62 UL DETAILS	9/10/2010			
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A0.80 DEMOLITION PLAN-PADF BASEMENT	9/10/2010			
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C0.01 CIVIL NOTES AND MASTER LEGEND	9/10/2010			
C1.01 DEMOLITION PLAN	10/25/2010	X		
C1.21 HORIZONTAL CONTROL PLAN	9/10/2010			
C1.41 PAVING PLAN	10/25/2010	Х		
C1.51 PAVING DETAILS	9/10/2010			
C1.80 TRANSPORTATION COVER SHEET	10/25/2010	X		
C1.81 SITE PLAN	10/25/2010	Х		
C1.82 GRADING PLAN	10/25/2010	X		
C1.83 DETAILS	10/25/2010	X		
C1.84 TYPICAL CROSS SECTIONS	10/25/2010	X		
C1.85 14TH AVENUE PLAN AND PROFILE	10/25/2010	X		
C3.01 GRADING PLAN	10/25/2010	X		
C3.10 WATER QUALITY POND GRADING PLAN	10/25/2010	X		
C3.51 DRAINAGE PLAN	10/25/2010	X		
C4.01 EROSION CONTROL PLAN	10/25/2010	X		
C4.51 EROSION CONTROL DETAILS	9/10/2010			
C4.52 EROSION CONTROL DETAILS	9/10/2010			
C5.01 UTILITY PLAN	10/25/2010	Х		
C6.00 STORM SEWER COVER SHEET	9/10/2010			
C6.11 STORM SEWER PLAN AND PROFILES	10/25/2010	Х		
C6.51 STORM SEWER DETAILS	10/25/2010	Х		
C6.52 STORM SEWER DETAILS	10/25/2010	X		
C6.53 STORM SEWER DETAILS	10/25/2010	X		
C6.81 FOUNDATION DRAIN PLAN	10/25/2010	X		
C7.00 SANITARY SEWER COVER SHEET	10/25/2010	X		
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C7.51 SANITARY SEWER DETAILS	9/10/2010			
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L1.01 LAYOUT PLAN - PLAZA ENLARGEMENT	10/20/2010	X		
L2.01 GRADING PLAN - PLAZA ENLARGEMENT	10/20/2010	X		
L3.00 LANDSCAPE PLAN	10/20/2010	X X		
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L4.01 DETAILS	10/20/2010	X X		
IR1.01 IRRIGATION PLAN	10/20/2010	X		
IR1.02 IRRIGATION DETAILS	10/20/2010	^		
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A1.00 FLOOR PLAN - OVERALL BASEMENT PLAN	9/10/2010 10/20/2010	Х		
A1.01 FLOOR PLAN- BASEMENT LEVEL	10/20/2010	^		

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A1.10 FLOOR PLAN- LEVEL ONE	10/20/2010	X		
A1.20 FLOOR PLAN- LEVEL TWO	10/20/2010	Χ	•	
A1.30 FLOOR PLAN- LEVEL TWO	10/20/2010	X		
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A1.40 FLOOR PLAN- PENTHOUSE LEVEL	10/20/2010	X		
A1.50 ENLARGED TOILET ROOM PLANS AND ELEVATIONS		X		
A1.51 ENLARGED TOILET ROOM PLANS AND ELEVATIONS	10/20/2010			
A1.60 INTERIOR ELEVATIONS	10/20/2010	X		
A1.61 INTERIOR ELEVATIONS	10/20/2010	X		
A1.62 INTERIOR ELEVATIONS	10/20/2010	Χ		
A1.70 VERTICAL CIRCULATION - STAIR A	9/10/2010			
A1.71 VERTICAL CIRCULATION - STAIR B	9/10/2010			
A1.72 VERTICAL CIRCULATION - STAIR C	9/10/2010			
A1.73 VERTICAL CIRCULATION - MISC. STAIRS	9/10/2010			
A1.74 VERTICAL CIRCULATION DETAILS	9/10/2010			
A1.80 VERTICAL CIRCULATION- ELEVATORS A& B	8/31/2010	X		
A2.01 REFLECTED CEILING PLAN- BASEMENT	9/10/2010			
A2.02 REFLECTED CEILING PLAN- PADF BASEMENT	9/10/2010			
A2.10 REFLECTED CEILING PLAN-FIRST LEVEL	10/20/2010	X		
A2.20 REFLECTED CEILING PLAN- SECOND LEVEL	10/20/2010	X		
A2.30 REFLECTED CEILING PLAN-THIRD LEVEL	10/20/2010	X		
A2.40 REFLECTED CEILING PLAN - PENTHOUSE	9/10/2010	^		
	9/10/2010	X		
A2.50 ENLARGED REFLECTED CEILING PLANS				
A2.51 ENLARGED REFLECTED CEILING PLANS	10/20/2010	X		
A2.60 CEILING DETAILS	9/10/2010			
A3.00 ROOF PLAN	10/20/2010	X		
A4.00 BUILDING ELEVATIONS	10/20/2010	X		
A4.01 BUILDING ELEVATIONS	10/20/2010	X		
A4.02 EXTERIOR PERSPECTIVES	10/20/2010	X		
A5.00 BUILDING SECTIONS	9/10/2010			
A5.01 BUILDING SECTIONS	9/10/2010			
A5.02 BUILDING SECTIONS	9/10/2010			
A5.50 WALL SECTIONS	10/20/2010	X		
A5.51 WALL SECTIONS	10/20/2010	X		
A5.52 WALL SECTIONS	10/20/2010	X		
A5.53 WALL SECTIONS	9/10/2010			
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A6.01 BUILDING DETAILS	9/10/2010			
A6.10 DETAILS	10/20/2010	×		
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A8.00 DOOR INFORMATION AND INTERIOR GLAZING TYPES	10/20/2010	X		
A8.01 EXTERIOR GLAZING TYPES	10/20/2010	X		
A8.02 EXTERIOR GLAZING TYPES	9/10/2010			
A8.03 EXTERIOR GLAZING TYPES	10/20/2010	Х		
A8.05 MASONRY ELEVATIONS	10/20/2010	X		
A8.06 MASONRY PLANS AND ELEVATIONS	9/10/2010	/ \		
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A8.07A NORTH PLAZA SITE WORK	9/10/2010	^		
A9.01 ENLARGED LAB/FIT-UP PLAN- BASEMENT LEVEL	9/10/2010			
A9.02 ENLARGED LAB/FIT-UP PLAN- PADF BASEMENT LEVEL				
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A9.81 LABORATORY EQUIPMENT SCHEDULES	9/10/2010			
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IG2.01 SIGNAGE PLAN - BASEMENT LEVEL	10/20/2010	X		
IG2.02 SIGNAGE PLAN - BASEMENT LEVEL	10/20/2010	×		
IG2.10 SIGNAGE PLAN - FIRST LEVEL	10/20/2010	X		
IG2.20 SIGNAGE PLAN - PIRST LEVEL	10/20/2010	x		
IG2.30 SIGNAGE PLAN - SECOND LEVEL	10/20/2010	X		
	10/20/2010	X		
IG2.40 SIGNAGE PLAN - PENTHOUSE LEVEL	10/20/2010	X		
IG5.00 SIGNAGE DESIGN INTENT DETAILS	9/10/2010	/ /		
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IN5.10 MILLWORK ELEVATIONS	10/20/2010	X		
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IN6.00 INTERIOR FINISH DETAILS	10/20/2010	X		
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S2.20 SECOND LEVEL FRAMING PLAN	10/20/2010	X		
S2.30 THIRD LEVEL FRAMING PLAN	9/10/2010			
S2.40 PENTHOUSE AND ROOF FRAMING PLAN	10/20/2010	Х		
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M2.50 HVAC PLAN - ROOF	9/10/2010			
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M3.01 ZONING, PRESSURE & AIR DISTRIBUTION - BASEMENT LEVEL	10/20/2010	x		
M3.10 ZONING, PRESSURE & AIR DISTRIBUTION - LEVEL ONE				
M3.20 ZONING, PRESSURE & AIR DISTRIBUTION - LEVEL TWO	10/20/2010	X		
M3.30 ZONING, PRESSURE & AIR DISTRIBUTION - LEVEL THREE	10/20/2010	X		
M4.01 MECHANICAL PIPING PLAN - BASEMENT LEVEL	10/20/2010	X		
M4.10 MECHANICAL PIPING PLAN - LEVEL ONE	10/20/2010	X		
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M4.30 MECHANICAL PIPING PLAN - LEVEL THREE	10/20/2010	X		
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M8.04 MECHANICAL CONTROLS	10/20/2010	X		
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P2.30 SANITARY AND STORM PLAN - LEVEL 3	10/20/2010	X		
P2.40 SANITARY AND STORM PLAN - PENTHOUSE	10/20/2010	X		
P2.50 SANITARY AND STORM PLAN - ROOF	9/10/2010			
P3.01 DOMESTIC WATER AND LAB SERVICES PLAN - BASEMENT LEVEL	10/20/2010	X		
P3.02 DOMESTIC WATER AND LAB SERVICES PLAN - PADF LEVEL	10/20/2010	X		
P3.10 DOMESTIC WATER AND LAB SERVICES PLAN - LEVEL 1	10/20/2010	X		
P3.20 DOMESTIC WATER AND LAB SERVICES PLAN - LEVEL 2	10/20/2010	X		
P3.30 DOMESTIC WATER AND LAB SERVICES PLAN - LEVEL 2	10/20/2010	X		
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P3.40 DOMESTIC WATER AND LAB SERVICES PLAN - PENTHOUSE	9/10/2010	^		
P4.02 DIESEL OIL PLAN - PADF BASEMENT				
P4.03 DIESEL OIL PLAN - BASEMENT	9/10/2010			
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P6.01 DIESEL OIL FLOW DIAGRAM	9/10/2010			
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P7.01 PLUMBING FIXTURES AND EQUIPMENT SCHEDULES	10/20/2010	X		
P8.01 DIESEL OIL TANK DETAIL	10/20/2010	X		
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E0.02 LUMINAIRE SCHEDULE	10/20/2010	Χ		
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E1.01 LIGHTING PLAN - BASEMENT LEVEL	10/20/2010	X		
E1.02 LIGHTING PLAN - PADF BASEMENT	9/10/2010			
E1.10 LIGHTING PLAN - LEVEL 1	10/20/2010	X		
E1.20 LIGHTING PLAN - LEVEL 2	10/20/2010	×		
E1.30 LIGHTING PLAN - LEVEL 3	10/20/2010	X		
E1.40 LIGHTING PLAN - PENTHOUSE LEVEL	10/20/2010	X		
E2.01 POWER PLAN - BASEMENT LEVEL	10/20/2010	X		
E2.02 POWER PLAN - PADF BASEMENT	9/10/2010			
E2.10 POWER PLAN - LEVEL 1	10/20/2010	X		
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FA1.30 FIRE ALARM PLAN - LEVEL 3	9/10/2010			
FA1.40 FIRE ALARM PLAN - PENTHOUSE LEVEL	9/10/2010			
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SE1.01 SECURITY FLOOR PLAN-BASEMENT LEVEL NORTH	10/20/2010	X		
SE1.02 SECURITY FLOOR PLAN-BASEMENT LEVEL SOUTH	9/10/2010			
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	10/26/2010	X	X	
SE1.20 SECURITY FLOOR PLAN-LEVEL TWO	10/26/2010	X	X	
SE1.30 SECURITY FLOOR PLAN-LEVEL THREE		. ^	^	
SE1.40 SECURITY FLOOR PLAN-PENTHOUSE LEVEL	9/10/2010			
SE3.00 SECURITY FLOOR PLAN -ROOF LEVEL	9/10/2010			
SE5.00 SECURITY DETAILS	10/20/2010	X		
SE6.00 SECURITY DIAGRAMS	10/20/2010	×		
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SS1.10 SPECIAL SYSTEMS FLOOR PLAN-LEVEL ONE	10/20/2010	X		
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AV1.01 AUDIO/VIDEO FLOOR PLAN-BASEMENT LEVEL NORTH	9/10/2010	dig-ray ridaxionam/dubbayferpenninin		
AV1.02 AUDIO/VIDEO FLOOR PLAN-BASEMENT LEVEL SOUTH	9/10/2010			
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018000.1 Air Conditiong Prefunctional Checklist	8/31/2009			
018000.2 Functional Test	8/31/2009			
018000.3 Commissioning Startup Page 1	1/20/2006			
018000.4 Commissioning Startup Page 2				
018113 Sustainable Design Requirements	71010010	Х		
018113.1 LEED Matrix	7/9/2010	37		
00 The City and County of Denver Commissioning Plan	5/12/2010	Х		
Division 2 Existing Conditions	0/40/0040			
024100 Selective Structure Demolition	9/10/2010			
Division 3 Concrete	9/10/2010			
033000 Cast in Place Concrete	9/10/2010			
Division 4 Masonry	10/20/2010	Х		
042000 Unit Masonry Division 5 Metals	10/20/2010			
051100 Structural Steel	9/10/2010	Х		
053100 Steel Deck	9/10/2010	,,		
054000 Cold Formed Metal Framing	9/10/2010			
055000 Metal Fabrications	9/10/2010	Х		
055100 Steel Stairs and Rails	9/10/2010	X		
055150 Steel States and Italis 055150 Ship's Ladders (DELETED)	9/10/2010		×	
057300 Decorative Glass Railings	9/10/2010			
Division 6 Wood, Plastics, and Composites				
061050 Miscellaneous Carpentry	9/10/2010			
062000 Interior Finish Carpentry	9/10/2010			
064020 Architectural Woodwork	9/10/2010			
066400 Glass Fiber Reinforced Wall Panels	9/10/2010			
Division 7 Thermal and Moisture Protection				

Documents	Dated	Add. No 1	Add. No 2	ASI No 2
071300 Membrane Waterproofing	9/10/2010			
071320 Fluid Applied Elastomeric Waterproofing	9/10/2010			
072100 Thermal Insulation	9/10/2010			
072110 Rigid Insulation	9/10/2010			
072200 Spray-On Thermal and Acoustical Insulation	9/10/2010			
072500 Weather Barriers				
	9/10/2010			
074210 Metal Soffit Panels (DELETED)	9/10/2010			×
074240 Aluminum Composite Panels	9/10/2010			
075400 Single Ply Membrane Roofing	9/10/2010			
076200 Sheet Metal Flashing and Trim	9/10/2010			
077100 Roof Specialties	9/10/2010			
077200 Roof Accessories	9/10/2010			
077260 Fall Arrest Roof Anchors	9/10/2010			
078100 Sprayed Fire-Resistive Materials	9/10/2010			
078400 Firestopping	9/10/2010			
079200 Joint Sealants	9/10/2010			
079500 Expansion Joint Covers	9/10/2010			
Division 8 Openings	3/10/2010			
081100 Steel Doors and Frames	0/40/0040			
	9/10/2010			
081400 Wood Doors	9/10/2010			
083110 Access Doors and Frames	9/10/2010			
083300 Overhead Coiling Doors	9/10/2010	X		
083510 Folding Gates	9/10/2010			
084410 Curtain Wall	10/20/2010	Χ		
087100 Door Hardware	10/20/2010	Х		
088000 Glazing	9/10/2010			
088100 Security Glazing	9/10/2010			
088200 Decorative Laminated Glazing	9/10/2010			
088300 Fire Rated Glazing				
088400 Mirrors	9/10/2010	v		
	9/10/2010	Х		
089100 Louvers	9/10/2010			
089120 Acoustical Louvers	9/10/2010			
Division 9 Finishes	0/40/0040			
092500 Exterior Sheathing Panels	9/10/2010			
092900 Gypsum Board Assemblies	9/10/2010			
093100 Ceramic Tile	9/10/2010			
093200 Glass Tile	9/10/2010			
095100 Acoustical Ceilings	9/10/2010			
095140 Wood Ceilings	9/10/2010			
095424 Metal Plank Ceilings	9/10/2010			
096340 Stone Flooring	9/10/2010			
096500 Resilient Linoleum Tile Flooring	9/10/2010			
096510 Resilient Base and Accessories	9/10/2010			
096520 Static-Control Resilient Flooring	9/10/2010			
096530 Resilient Sheet Flooring	9/10/2010			
096600 Terrazzo Tile Flooring	9/10/2010			
096610 Terrazzo Stair Treads				
	9/10/2010			
096800 Carpeting	9/10/2010			
096810 Carpet Tiles	9/10/2010			
096820 Antistatic Carpet Tiles	9/10/2010			
099000 Painting	9/10/2010			
Division 10 Specialties				
101100 Visual Display Boards	9/10/2010			
101400 Interior Signage	9/10/2010	X		
101410 Color Signage	3/19/2010			
102100 Toilet Compartments	9/10/2010			
102200 Accordion Folding Partitions	9/10/2010			
102600 Impact Resistant Wall Protection	9/10/2010			
102800 Toilet Accessories	9/10/2010			
104400 Fire Protection Specialties				
·	9/10/2010			
105110 Metal Lockers	9/10/2010			
105500 Postal Specialties	9/10/2010			
105600 Compact Mobile Storage System	9/10/2010			
105620 Automated Storage and Retrieval System	9/10/2010			

Documents	Dated	Add. No 1	Add. No 2	ASI No 2
Division 11 Equipment				
110300 Bullet Resistant Transaction Window	10/20/2010	X	X	
111100 Vehicle Lifts	9/10/2010			
111940 Detention Accessories	9/10/2010			
112300 Washing and Drying Equipment	9/10/2010			
113100 Appliances	9/10/2010			
115195 Photographic Equipment	9/10/2010			
115300 General Requirements for Casework and Fume Hoods	9/10/2010			
115313 High Performance Laboratory Fume Hoods	9/10/2010	×		
115500 Miscellaneous Laboratory Equipment	9/10/2010	X		
119100 Firing Range Equipment	9/10/2010	×		
119150 Bullet Recovery Tank	9/10/2010			
Division 12 Furnishings				
122410 Roller Shade Assemblies	9/10/2010			
123500 Flexible Casework Systems	9/10/2010			
123553 Metal Laboratory Casework	9/10/2010	X		
124810 Entrance Grilles	9/10/2010			
129300 Bicycle Racks	9/10/2010			
Division 13 Equipment				
132100 Controlled Environmental Rooms	9/10/2010			
134400 Prefabricated Catwalk	9/10/2010			
Division 14 Conveying Equipment				
142100 Electric Traction Elevators	9/10/2010			
142400 Hydraulic Elevators	9/10/2010			
Division 21 Fire Suppression				
211100 Facility Fire Suppression Water Service Piping	9/10/2010			
211200 Fire-Suppression Standpipes	9/10/2010			
211313 Wet-Pipe Sprinkler Systems	9/10/2010			
211316 Dry-Pipe Sprinkler Systems	9/10/2010			
Division 22 Plumbing				
220513 Common Motor Requirements for Plumbing Equipment	9/10/2010			
220517 Sleeves and Sleeve Seals for Plumbing Piping	9/10/2010			
220523 General-Duty Valves for Plumbing Piping	9/10/2010			
220529 Hangers and Supports for Plumbing Piping and Equipment	9/10/2010			
220553 Identification for Plumbing Piping and Equipment	9/10/2010			
220716 Plumbing Equipment Insulation	9/10/2010			
220719 Plumbing Piping Insulation	9/10/2010			
221113 Facility Water Distribution Piping	9/10/2010			
221116 Domestic Water Piping	9/10/2010			
221119 Domestic Water Piping Specialties	9/10/2010			
221123 Domestic Water Pumps	9/10/2010			
221123.13 Domestic Water Packaged Booster Pumps	9/10/2010			
221214 Liquid Fuel Systems	9/10/2010			
221316 Sanitary Waste and Vent Piping	9/10/2010			
221319 Sanitary Waste Piping Specialties	9/10/2010			
	9/10/2010			
221329 Sanitary Sewage Pumps	10/20/2010	X		
221413 Facility Storm Drainage Piping	9/10/2010	/		
221423 Storm Drainage Piping Specialties	9/10/2010			
221429 Sump Pumps	9/10/2010			
221513 General Service Compressed Air Piping				
221519 General Service Packaged Air Compressors and Receivers	9/10/2010			
223500 Domestic Water Heat Exchangers	9/10/2010			
224213.13 Commercial Water Closets	9/10/2010			
224213.16 Commercial Urinals	9/10/2010			
224216.13 Commercial Lavatories	9/10/2010			
224216.16 Commercial Sinks	9/10/2010			
224223 Commercial Showers	9/10/2010			
224500 Emergency Plumbing Fixtures	9/10/2010			
224713 Drinking Fountains	9/10/2010			
226213 Vacuum Piping for Laboratory	9/10/2010			
226219 Vacuum Equipment for Laboratory Facilities	9/10/2010			
226700 Processed Water Systems for Laboratory Facilities	9/10/2010			
226800 Stainless Steel Tubing for Specialty Gases	9/10/2010			
Division 23 Heating Ventilation and Air Conditioning				

Documents		Add. No 1	Add. No 2	ASI No 2
230513 Common Motor Requirements for HVAC Equipment	9/10/2010			
230513 Common Motor Requirements to Trac Equipment	9/10/2010			
230517 Sleeves and Sleeve Seals for HVAC Piping	9/10/2010			
230519 Meters and Gages for HVAC Piping	9/10/2010			
230523 General Duty Valves for HVAC Piping				
230529 Hangers and Supports for HVAC Piping and Equipment	9/10/2010			
230548 Mechanical Vibration Control and Isolation	9/10/2010			
230553 Identification for HVAC Piping and Equipment	9/10/2010			
230593 Testing, Adjusting, and Balancing for HVAC	9/10/2010			
230713 Duct Insulation	9/10/2010	X		
	9/10/2010			
230716 HVAC Equipment Insulation	9/10/2010	Х		
230719 HVAC Piping Insulation	9/10/2010			
230800 Commissioning of HVAC	9/10/2010	Х		
230900 Instrumentation and Control for HVAC	9/10/2010	^		
232113 Hydronic Piping				
232123 Hydronic Pumps	9/10/2010	3/		
232213 Steam and Condensate Heating Piping	9/10/2010	Х		
232500 HVAC Water Treatment	9/10/2010			
233113 Metal Ducts	9/10/2010			
233300 Air Duct Accessories	9/10/2010			
the state of the s	9/10/2010			
233413 Exhaust Fans	9/10/2010			
233600 Air Terminal Units	9/10/2010			
233713 Diffusers, Registers and Grilles	9/10/2010			
234100 Particulate Air Filtration				
234133 High-Efficiency Particulate Filtration	9/10/2010			
235700 Heat Exchangers for HVAC	9/10/2010			
237313 Modular Indoor Central Station Air-Handling Units	9/10/2010			
238219 Fan Coil Units	9/10/2010			
238413 Humidifiers	9/10/2010			
<u>Division 26 Electrical</u> 260500 Common Work Results for Electrical	9/10/2010	X		
200000 Collinion work results for Electrical	9/10/2010			
260519 Low Voltage Electrical Power Conductors and Cables	9/10/2010	X		
260526 Groundings and Bonding for Electrical Systems	7/23/2010	- 1		
260529 Hangers and Supports for Electrical Systems	9/10/2010			
260533 Raceway and Boxes for Electrical Systems				
260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling	9/10/2010	V		
260553 Identification for Electrical Systems	9/10/2010	Х		
260943 Network Lighting Controls	9/10/2010			
262200 Low-Voltage Transformers	9/10/2010			
262413 Switchboards	9/10/2010			
	9/10/2010			
262416 Panelboards	9/10/2010			
262500 Enclosed Bus Assemblies	9/10/2010			
262713 Electricity Metering	9/10/2010			
262726 Wiring Devices	9/10/2010			
262813 Fuses	9/10/2010			
262816 Enclosed Switches and Circuit Breakers	9/10/2010			
262923 Variable-Frequency Motor Controllers				
263213 Engine Generators	9/10/2010			
263353 Static Uninterruptible Power Supply	9/10/2010	.,		
263600 Transfer Switches	9/10/2010	X		
264113 Lightning Protection for Structures	9/10/2010			
264313 Transient Voltage Surge Suppression	9/10/2010			
	9/10/2010			
265100 Interior Lighting	9/10/2010			
265600 Exterior Lighting				
Division 27 Communication	10/20/2010	X		
270100 Voice/Data/Video Communications	10/20/2010			
271100 Communications Equipment Room Fittings	10/20/2010			
271300 Communications Backbone Cabling				
271500 Communications Horizontal Cabling	10/20/2010			
274100 Audio Visual Systems	10/20/2010			
274130 Master Antenna Television Systems	10/20/2010	X		
Division 28 Electronic Safety and Security				
280100 Electronic Security Systems	10/20/2010	X		
280100 Electronic Security Systems 280200 Conductors and Cables for Electronic Security	10/20/2010	X		
200200 Conductors and Codies for Electronic Security	10/20/2010			
281300 Security Intercom Systems				

Documents	Dated	Add. No 1	Add. No 2	ASI No 2
281500 Closed Circuit Television System	10/20/2010	X	ernalaus Scanton maith plantik per Haaddan	
281501 Camera Schedule	10/26/2010	X	X	Χ
281700 Access Control	10/20/2010	X		
282100 Control Consoles and Equipment Cabinets	9/10/2010			
283100 Fire Alarm System-Addressable	9/10/2010			
<u>Division 31 Earthwork</u>				
311000 Site Clearing	9/10/2010			
312000 Earth Moving	9/10/2010			
312343 Topsoil and Planter Soil	9/10/2010			
313700 Riprap	9/10/2010			
Division 32 Exterior Improvements				
321123 Aggregate Base Courses	9/10/2010			
321216 Asphalt Paving	9/10/2010			
321300 Rigid Paving	9/10/2010			
321420 Deck Paver System	9/10/2010			
321540 Crushed Granite	9/10/2010			
321700 Tactile Warning Surfacing	9/10/2010			
321723 Pavement Markings	9/10/2010			
323120 High Security Chain Link Fences and Gates	9/10/2010			
323200 Retaining Walls	9/10/2010			
323213 Cast In Place Concrete Walls	8/10/2010			
324000 Site Furnishings	9/10/2010	X		
328400 Irrigation System	9/10/2010			
329000 Planting	9/10/2010			
329113 Soil Preparation	9/10/2010			
329200 Turf and Grasses	9/10/2010			
329219 Seeding	9/10/2010			
329223 Sodding	9/10/2010			
Division 33 Utilities				
331100 Water Utility Distribution Piping	9/10/2010			
333000 Sanitary Sewerage Utilities	9/10/2010			
334000 Storm Drainage Utilities	9/10/2010			
334613.13 Foundation Drainage Piping	9/10/2010			

EXHIBIT O EQUIPMENET RENTAL RATES

		EXHIBIT 0		
		EXHIBITO		
J E Dunn Construc				
Denver Crime Lab Equipment Rental	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			
November 15, 2010				
		Communication Paragraph and Communication (Communication Communication C		
Home Location: 6012-DN	Class 21-TRK JOB - 21-Truck - Jobsite Pickup	28-Day Rate 687.96		
6012-DN	30-110V - 30-Vibrator - 110V	248.54	229.32 82.85	76.44 27.62
6012-DN	30-RBR CUT - 30-Rebar Cutter	224.91	74.97	24.95
6012-DN	30-SHORE-2 - 30-Shores - #2	5.67	1.89	0.63
6012-DN 6012-DN	33-CHSAW-G - 33-Chainsaw - Gas 33-LSRBWL - 33-Laser - Beacon - Wall	201.66	67.22 82.47	22.4° 27.49
6012-DN	33-TRN20S - 33-Transit - 20 Second	234.93	78.31	26.1
6012-DN	36-BANDING - 36-Banding Tool Set	50.09	16.7	5.57
6012-DN	36-WEEDEAT - 36-Weed Eater - Gas	98.28	32.76	10.92
6012-DN 6012-DN	46-RAD1250 - 46-Radio - Handie Talkie-1250 52-CONT-20 - 52-Container - 20'	65.86 107.73	21.95 35.91	7.32 11.97
6012-DN	58-OFF-50' - 58-Office Trailer - 50' X 10'	262.71	87.57	29.19
6012-DN	67-JNTERP - 67-Jointer - Plate	32.49	10.83	3.61
6012-DN	67-NAILFIN - 67-Nailer - Finish	78.81	26.27	8.76
6012-DN 6012-DN	67-ROUTCO - 67-Router - Cut Out 76-LA SWPR - 76-Loader - Pick-up Sweeper	16.35 894.92	5.45 298.31	1.82 99.44
6012-DN	81-04"X8' - 81-Moduform-4"x8'	3.96	1.32	0.44
6012-DN	81-06"X4' - 81-Moduform-6"x4'	2.55	0.85	0.28
6012-DN	81-10"X6' - 81-Moduform-10"x6'	4.11	1.37	0.46
6012-DN 6012-DN	81-12"X8' - 81-Moduform-12"x8' 81-16"X6' - 81-Moduform-16"x6'	5.37 4.85	1.79 1.62	0.6 0.54
6012-DN	81-30"X6' - 81-Moduform-30"X6'	22.5	7.5	2.5
6012-DN	81-ISC4"X8 - 81-Moduform ISC 4"x8	5.06	1.69	0.56
6012-DN	81-ISC6"X3 - 81-Moduform ISC 6"x3	2.55	0.85	0.28
6012-DN	52-CONT-40 - 52-Container - 40'	162.13 1975	54.04 658.33	18.01 219.44
6012-DN 6012-DN	73-FL VR06 - 73-Forklift - Vble Reach - 6K 33-BLOWERL - 33-Blower - Leaf	65.21	21.74	7.25
6012-DN	33-LIGHTPD - 33-Light - Pedestal	245.7	81.9	27.3
6012-DN	34-CHIPHMR - 34-Chipping Hammer	144.59	48.2	16.07
6012-DN	34-SAWQE - 34-Saw - Quickie - Electric	228.69 383.67	76.23 127.89	25.41 42.63
6012-DN 6012-DN	34-SAWQG - 34-Saw - Quickie - Gas - 14-16 34-TRASHH - 34-Trash Chute - Hopper	52.54	17.51	5.84
6012-DN	41-03.5KWH - 41-Generator - 03.5KW - HC	326.97	108.99	36.33
6012-DN	41-06.0KW - 41-Generator - 06.0KW	511.25	170.42	56.81
6012-DN	42-WP-2G - 42-Water Pump - 2" Gas	305.1	101.7	33.9 28.19
6012-DN 6012-DN	43-PLSH-FL - 43-Polisher - Floor - 17" 46-TESTG - 46-Test EQ - Gas Dectector	253.74 263.66	84.58 87.89	29.3
6012-DN	48-HE 208V - 48-Heater - 208V Electric	270.27	90.09	30.03
6012-DN	48-HP 1.0M - 48-Heater - Propane - 1.0M BTU	604.8	201.6	67.2
6012-DN	48-HP 225 - 48-Heater - Propane - 225K BTU	191.84	63.95	21.32 15.22
6012-DN 6012-DN	49-HOPC2T - 49-Hopper - Trash - Crane - 2T 66-DR5EH - 66-Drill5-1/2" Elect Hammer	137.01 58.68	45.67 19.56	6.52
6012-DN	67-POWDER - 67-Powder Activated Gun	170.1	56.7	18.9
6012-DN	67-SAWT10 - 67-Saw - Table - 8-10"	144.59	48.2	16.07
6012-DN	67-SCREWSM - 67-Screwgun - Small	39.69	13.23	4.41
6012-DN 6012-DN	81-04"X3' - 81-Moduform-4"x3' 81-06"X6' - 81-Moduform-6"x6'	1.95	0.65 1.13	0.22 0.38
6012-DN	81-12"X4' - 81-Moduform-12"x4'	3.17	1.06	0.35
6012-DN	81-12"X6' - 81-Moduform-12"x6'	4,3	1.43	0.48
6012-DN	81-20"X4' - 81-Moduform-20"x4'	3.87	1.29	0.43
6012-DN 6012-DN	81-22"X8' - 81-Moduform-22"x8' 81-HISC6' - 81-Moduform HISC Column 6'	6.82 10.58	2.27 3.53	0.76 1.18
6012-DN	81-ISC4"X6 - 81-Moduform ISC 4"x6	4.23	1.41	0.47
6012-DN	82-ISC06' - 82-Gates Form-6' ISC Collapsbl	22.16	7.39	2,46
6012-DN	82-TAP08"W - 82-Gates Form-8" Taper-WD	3.12	1.04 118.67	0.35 39.56
6012-DN 6012-DN	66-DR37H - 66-Drill375-3/8" Hammer 67-JIGSAWS - 67-Jigsaw - Small	356 24.38	8.13	2.71
6012-DN	44-FAN36HV - 44-Fan - Carpet - Blower	45.27	15.09	5.03
6012-DN	81-18"X8' - 81-Moduform-18"x8'	6.14	2.05	0.68
6012-DN	71-AC>210 - 71-Comp 125-210 CFM	769.5	256.5	85.5
6012-DN	30-DR-CORE - 30-Drill - Core	383.67 574.56	127.89 191.52	42.63 63.84
5012-DN 5012-DN	41-08-9KW - 41-Generator - 08.0 - 9.7KW 49-BARRIER - 49-Barrier Lifting Bracket	574.56	191.52	63.84

		EXHIBIT 0		
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J E Dunn Construct	on Company			
Denver Crime Lab P				
Equipment Rental R November 15, 2010	ates			
Home Location:	Class a	28-Day Rate	Weekly Rate	Dally Rate
6012-DN	49-DOLLYD - 49-Dolly - Door	16.56	5.52 19.25	1.01
6012-DN	60-IW .25C - 60-Impact Wrench25" Cordless	57.75 51.79	17.26	5.75
6012-DN	66-DR5CH - 66-Drill5-1/2" Cordless Hmr 66-DR5M - 66-Drill5-1/2" Mixing	89.59	29.86	9.95
6012-DN 6012-DN	66-GDR-7-9 - 66-Grinder - Hand - 7"-9"	65.77	21.92	7.31
6012-DN	66-GDR-DIE - 66-Grinder - Die	60.95	20.32	6.77 10.92
6012-DN	67-NAILBRD - 67-Nailer - Brad	98.28	32.76 44.1	10.92
6012-DN	67-SAWBDS - 67-Saw - Band - Small	132.3	1.03	0.34
6012-DN	81-10"X4' - 81-Moduform-10"x4' 81-14"X4' - 81-Moduform-14"x4'	3.31	1.1	0.37
6012-DN 6012-DN	81-16"X4" - 81-Moduform-16"x4"	3.34	1.11	0.37
6012-DN	81-20"X8' - 81-Moduform-20"x8'	6.39	2.13	0.71
6012-DN	81-24"X6' - 81-Moduform-24"x6'	4.7	1.57 1.78	0.52 0.59
6012-DN	81-24"X8' - 81-Moduform-24"x8'	5.35 28,93	9.64	3.21
6012-DN	81-30"X8' - 81-Moduform-30"x8' 81-HISC8' - 81-Moduform HISC Column 8'	13.38	4.46	1.49
6012-DN 6012-DN	82-ISC08' - 82-Gates Form-8' ISC	23.15	7.72	2.57
6012-DN 6012-DN	90-LEVJACK - 90-Scaffold - Leveling Jack	1.49	0.5	0.17
6012-DN	90-MASON4' - 90-Scaffold - Mason Frame 4'	2.55	0.85	0.28 26.5
6012-DN	33-LSRPLS3 - 33-Laser - PLS3	238.49 294.3	79,5 98.1	32.7
6012-DN	73-FL SP - 73-Forklift - Service Pack 73-FL VR10 - 73-Forklift - Vble Reach - 10K	3177.7	1059.23	353.08
6012-DN 6012-DN	30-BKT75 - 30-Concrete Bucket75 YD	392.18	130.73	43.58
6012-DN	30-SAW08HP - 30-Saw - Concrete - 08 HP	430.92	143.64	47.88
6012-DN	33-TRNDCL - 33-Transit - Data Collector -L	310.95	103.65	34.55 71.55
6012-DN	33-TRNEDM - 33-Transit - EDM	643.97 205.07	214.66 68.36	22.79
6012-DN	34-BKR 30A - 34-Breaker - 30/40# - Air 34-BKR 60A - 34-Breaker - 60# - Air	243.81	81.27	27.09
6012-DN 6012-DN	34-BKR 60E - 34-Breaker - 60# - Electric	486.68	162.23	54.08
6012-DN	35-LIFE-20 - 35-Lifeline - Retractable-20'	117.01	39	13 14.58
6012-DN	35-LIFE-30 - 35-Lifeline - Retractable-30'	131.25 94.5	43.75 31.5	10.5
6012-DN	49-CARTTP - 49-Cart - Trash - Plastic 49-HOCH1.0 - 49-Hoist - Chain - 1.0T	84	28	9.33
6012-DN	49-HOCH1.0 - 49-Holst - Chain - 1.01 49-SAFERES - 49-Safety Rescue Holst	243	81	27
6012-DN 6012-DN	66-DR37A - 66-Drill375-3/8" Angle	56.89	18.96	6.32
6012-DN	66-DR5C - 66-Drill5-1/2" Cordless	49.61	16.54	5.51 7.72
6012-DN	67-SANDBLT - 67-Sander - Belt - 4"X24"	69.46 137.97	23.15 45.99	15.33
6012-DN	67-SAWCCL - 67-Saw - Circular-Cordless 18V 81-08"X6' - 81-Moduform-8"x6'	4.04	1.35	0.45
6012-DN	81-08"X6" - 81-Modulorm-6 X6 81-14"X3" - 81-Moduform-14"x3'	2.78	0.93	
6012-DN 6012-DN	81-20"X3' - 81-Moduform-20"x3'	3.19		
6012-DN	81-HISC4' - 81-Moduform HISC Column 4'	6.74		
6012-DN	81-ISC4"X4 - 81-Moduform ISC 4"x4	2.78 5.23		
6012-DN	81-ISC6"X8 - 81-Moduform ISC 6"x8 82-SPLICE - 82-Gates Form-Splice	5.23	0.72	0.24
6012-DN 6012-DN	82-SPLICE - 82-Gates Form-Splice 82-TRNBKL - 82-Gates Form- Turnbuckle	5.03	1.68	0.56
6012-DN	90-GRRAILS - 90-Guard Rail	1.32	0.44	
6012-DN	90-MASON3' - 90-Scaffold - Mason Frame 3'	2.55	0.85 18.27	
6012-DN	37-SANDDW - 37-Sander - Drywall	54.81 481.95	1	
6012-DN	41-06.5KW - 41-Generator - 06.5KW 73-FL VR08 - 73-Forklift - Vble Reach - 8K	2224.83		247.2
6012-DN 6012-DN	30-110V-HC - 30-Vibrator - 110V -High Cycle	248.54	82.85	27.62
6012-DN	30-PLASMA - 30-Plasma Cutter	447.93		
6012-DN	30-SAW-ME - 30-Saw - Metal - Cut-off	126 164.1		
6012-DN	33-LEVEL - 33-Level	158		
6012-DN	33-LSRPLS5 - 33-Laser - PLS5 33-LSRSEN - 33-Laser - Sensor - Rod Eye	64.55		7.17
6012-DN 6012-DN	33-TAMPPAD - 33-Tamper - Pad - Vibrating	521.64	173.88	
6012-DN	41-05.0KWH - 41-Generator - 05.0KW - HC	427.14		
6012-DN	44-FANATTI - 44-Fan - Attic	163.49 496.8		
6012-DN	49-CAGE2MN - 49-Cage - 2 Man Working Cage	74.32	<u> </u>	8.26
6012-DN 6012-DN	49-HOPFL2Y - 49-Hopper - Trash - Forklift2Y 49-PLTJACK - 49-Pallet Jack	80.51		

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J E Dunn Constructi Denver Crime Lab Pi				
Equipment Rental Ra				
November 15, 2010				
Home Location:	Class	28-Day Rate	Weekly Rate	Dally Rate
6012-DN	52-VAN - 52-Trailer - Van	189	63	21
6012-DN	60-IW .5E - 60-Impact Wrench5" Elec	38.46 256.1	12.82 85.37	4.27 28.46
6012-DN	64-ROTO-L - 64-Rotohammer - Large-SDS Max 66-BNDFILE - 66-Band File	112.27	37.42	12.47
6012-DN 6012-DN	66-DR5A - 66-Drill5-1/2" Angle	115.1	38.37	12.79
6012-DN	66-GDR-4-6 - 66-Grinder - Hand - 4.5"-6"	49.61	16.54 26.27	5.51 8.76
6012-DN	67-NAILFRM - 67-Nailer - Framing 67-SAWM12 - 67-Saw - Miter - 12"	78.81 128.52	42.84	14.28
6012-DN 6012-DN	81-06"X3' - 81-Moduform-6"x3'	2.12	0.71	0.24
6012-DN	81-22"X4' - 81-Moduform-22"x4'	4.1	1.37	0.46 1.13
6012-DN	90-PLKA07' - 90-Plank - 7' - Aluminum	10.21 0.66	0.22	0.07
6012-DN 6012-DN	90-X-BRACE - 90-Scaffold - X - Brace 90-GRPOST - 90-Guard Rail Post	1.32	0.44	0.15
6012-DN	32-BRACE#1 - 32-Brace - Wall - #1 Blue HD	17.67	5.89 162.23	1.96 54.08
6012-DN	33-AUGERTM - 33-Auger - Two Man	486.68 989.97	329.99	. 110
6012-DN 6012-DN	33-TRNEDM3 - 33-Transit - EDM - Set 3 35-LIFE-50 - 35-Lifeline - Retractable-50'	157.5	52.5	17.5
6012-DN	36-TORCHC - 36-Torch - Cutting	127.31	42.44	14.15 12.5
6012-DN	42-WP-2ESL - 42-Water Pump - 2" Elec SP LDE	112.46 63.98	37.49 21.33	7.11
6012-DN 6012-DN	45-VACCARP - 45-Vacuum - Carpet Sweeper 48-HP 1.5M - 48-Heater - Propane - 1.5M BTU	576	192	64
6012-DN	60-SAWCHOP - 60-Saw - Chop - Metal	77.34	25.78 21.33	8.59 7.11
6012-DN	67-JIGSAWL - 67-Jigsaw - Large	63.98 84.39		
6012-DN 6012-DN	67-ROUTPLN - 67-Router - Plunge 67-ROUTSM - 67-Router - Small	52.64	17.55	5.85
6012-DN	67-SAWC07 - 67-Saw - Circular - 7-1/4"	49.61	16.54	5.51 11.03
6012-DN	67-SAWZALC - 67-Sawzall - Cordless	99.23 2.25	33.08 0.75	0.25
6012-DN 6012-DN	81-08"X3' - 81-Moduform-8"x3' 81-08"X4' - 81-Moduform-8"x4'	2.71	0.9	0.3
6012-DN	81-14"X6' - 81-Moduform-14"x6'	4.51	1.5	0.5 0.33
6012-DN	81-16"X3' - 81-Moduform-16"x3' 81-16"X8' - 81-Moduform-16"x8'	2.99 5.82	1.94	0.65
6012-DN 6012-DN	81-18"X4" - 81-Moduform-18"X4"	3.48	1.16	
6012-DN	81-18"X6' - 81-Moduform-18"x6'	4.98	1.66 1.67	0.55 0.56
6012-DN	81-20"X6' - 81-Moduform-20"x6' 81-22"X6' - 81-Moduform-22"x6'	5.02 5.58	1.86	0.62
6012-DN 6012-DN	81-30"X3' - 81-Moduform-30"x3'	12.17	4.06	
6012-DN	81-HISC5' - 81-Moduform HISC Column 5'	9.86	3.29 0.97	1.1
6012-DN	81-ISC6"X4 - 81-Moduform ISC 6"x4 81-ISC6"X6 - 81-Moduform ISC 6"x6	2.9	1,48	
6012-DN 6012-DN	82-ALUM12' - 82-Gates Form-12' Aluminum	6.52	2.17	0.72
6012-DN	82-TAP08" - 82-Gates Form-8" Taper	2.84	0.95 1.51	0.32 0.5
6012-DN	90-CASTER - 90-Scaffold - 8" Casters	4.54 57.55		
6012-DN 6012-DN	92-BAKER - 92-Scaffold - Baker Rolling 33-GANG 1 - 33-Gang Box (Bulk)	65.21	21.74	7.25
6012-DN	71-AC 375 - 71-Comp 375 CFM	1368		152 87.05
6012-DN	30-CPB-16 - 30-Concrete Power Buggie-16cf 33-DRP MAG - 33-Drill Press - Magnetic	783.41 274.05	261.14 91.35	
6012-DN 6012-DN	35-LIFE-11 - 35-Lifeline - Retractable-11	63	21	7
6012-DN	43-PLSH-SC - 43-Polisher - Floor - Scrape	295.79		
6012-DN	44-FANCAPT - 44-Fan - Clean Air Mach - Port	205.07 65.86	68.36 21.95	
6012-DN 6012-DN	46-RAD1000 - 46-Radio - Handie Talkie-1000 46-TV/VCR - 46-TV/VCR Combo	26.18	8.73	2.91
6012-DN	67-SANDO5 - 67-Sander - Orbital - 5"	45.55		5.06 16.17
6012-DN	67-SAWBDL - 67-Saw - Band - Large 67-SAWC10 - 67-Saw - Circular - 10*	145.53 91.1		
6012-DN 6012-DN	67-SAWC10 - 67-Saw - Circular - 10	51.12	17.04	5.68
6012-DN	67-SCREWLG - 67-Screwgun - Large	43.85		
6012-DN	81-04"X6' - 81-Moduform-4"x6'	3.14	<u> </u>	1
6012-DN 6012-DN	81-06"X8' - 81-Moduform-6"x8' 81-14"X8' - 81-Moduform-14"x8'	5.62	1.87	0.62
6012-DN	81-24"X3' - 81-Moduform-24"x3'	2.91	0.97	
6012-DN	81-24"X4' - 81-Moduform-24"x4'	3.12	1.04	1 0.33

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J E Dunn Construct	ion Company			
Denver Crime Lab P				
Equipment Rental R				
November 15, 2010				
Home Location:	Class	28-Day Rate	Weekly Rate	Dally Rate
6012-DN	81-24"X5' - 81-Moduform-24"x5'	4.41	1.47	0.43
6012-DN	81-HISC3' - 81-Moduform HISC Column 3'	6.02	2.01	0.67
6012-DN	82-ALUM04' - 82-Gates Form-4' Aluminum	5.48	1.83	0.6
6012-DN	44-DEHUMID - 44-Dehumidifier - Large - Elec	149.31	49.77	16.59
6012-DN	67-SAWZALS - 67-Sawzall - Super	47.25	15.75	5.25
6012-DN	46-CAMFLIR - 46-Camera - FLIR	3207.45	1069.15	356.38
6012-DN	30-230V-HC - 30-Vibrator - 230V -High Cycle	391.23	130.41	43.47
6012-DN	30-BKT-1.5 - 30-Concrete Bucket-1.5 YD	447.93	149.31	49.77
6012-DN	30-SHR-POW - 30-Shears - Power	109.62	36.54	12.18
6012-DN	31-TUB - 31-Tub - Mortar	32.66	10.89	3.63
6012-DN	34-TRASHWR - 34-Trash Chute - Wrap Around	37.52	12.51	4,17
6012-DN	37-WELDWIR - 37-Welder - Wire Feed	268.8	89.6	29.87
6012-DN	40-COMPE - 40-Compressor - Elec <10 Gal	87.32	29.11	9.7
6012-DN	45-PWASH3K - 45-Pressure Washer-3000Psi Gas	430.92	143.64	47.88
6012-DN	48-HP 70 - 48-Heater - Propane - 70K BTU	50.73	16.91	5.64
6012-DN	64-ROTO-S - 64-Rotohammer - SDS+ Electric	70.31	23.44	7.81
6012-DN	66-DR37 - 66-Drill375-3/8"	31.19	10.4	3.47
6012-DN	67-PLNRDRS - 67-Planer - Door - Spiral	71.37	23.79	7.93
6012-DN	76-LDR 20 - 76-Utility Loader - 2000lb	1250	416.67	138.89
6012-DN	81-04"X4' - 81-Moduform-4"x4'	2.25	0.75	0.25
6012-DN	81-08"X8' - 81-Moduform-8"x8'	4.88	1.63	0.54
6012-DN	81-10"X8' - 81-Moduform-10"x8'	5.05	1.68	0.56
6012-DN	81-12"X3' - 81-Moduform-12"x3'	2.55	0.85	0.28
6012-DN	90-MASON5' - 90-Scaffold - Mason Frame 5'	4.54	1.51	0.5
6012-DN	90-SIDEWAL - 90-Scaffold - Sidewall Bracket	2.65	0.88	0.29
6012-DN	82-ISC10' - 82-Gates Form-10' ISC	79.39	26.46	8.82
	The equipment rates are valid until July 1, 2011 and v	vill be adjusted on a yearly basis		

EXHIBIT P

BILLING RATES FOR SALARIED PERSONNEL

EXHIBIT P

Denver Crime Lab
JE Dunn Construction Company
Billing Rates for Salaried Personnel
November 15, 2010

Position	Hourly Rates
Project Executive/Group Manager	130
Sr. Project Manager	114
Director Engineering Services - MEP	130
Sr. Estimator	113
Estimator	85
Project Manager	90
Engineering Services - MEP	82
Project Engineer	56
Intern Program	26
Sr. Project Coordinator	40
Project Coordinator	35
Safety Engineers	60
Quality Assurance	72
CAD / BIM Technician	86
General Superintendent	110
Senior Superintendent	102
Superintendent	82
Assistant Superintendent	78

Notes:

- 1. The hourly rates are valid until January 1, 2011 and will be adjusted in 2011 and future years.
- 2. Personnel maybe stationed off-site but could be charged to the project for hours working on the project.

EXHIBIT Q CERTIFICATE OF INSURANCE [TO BE ADDED BY CONTRACTOR]



CERTIFICATE OF LIABILITY INSURANCE

3/31/2011

DATE (MM/DD/YYYY) 1/4/2011

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		, ,		INSURERS	AFFORDING CO	OVERAGE	NAIC#	
INSU	RED	J.E. DUNN CONSTRUCTION CON	APANY	INSURER A · Na	tional Union Fire In	s Co Pittsburgh PA	19445	
100	642	6 COLORADO CENTER - TOWER (DNE		nerican Zurich Insur		40142	
		2000 SOUTH COLORADO BLVD.,	SUITE 12000		xington Insurance		19437	
		DENVER CO 80222			w Hampshire Insura		23841	
INSURER E :								
CO	/FR/	AGES JEDGR01 GE		THIS CERTIFICATE	OF INSURANCE DOES	NOT CONSTITUTE A CONTRACT ATIVE OR PRODUCER AND TH	BETWEEN THE ISSUING	
AN MA	Y RE	LICIES OF INSURANCE LISTED BEL QUIREMENT, TERM OR CONDITION RTAIN, THE INSURANCE AFFORDEL S. AGGREGATE LIMITS SHOWN MA	OF ANY CONTRACT OR OTHER OUT BY THE POLICIES DESCRIBED HE	SURED NAMED A DOCUMENT WITH REIN IS SUBJECT	BOVE FOR THE PO RESPECT TO WH	LICY PERIOD INDICATED. N ICH THIS CERTIFICATE MA	OTWITHSTANDING	
INSR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	rs	
LIK	X	GENERAL LIABILITY	FOLICY NUMBER	DATE (MAINDER!!)	DATE (MAINDONLY)	EACH OCCURRENCE	\$ 2,000,000	
Α	21	X COMMERCIAL GENERAL LIABILITY	GL4376443	3/31/2010	3/31/2011	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 500,000	
1		CLAIMS MADE X OCCUR	02.570.0	STA KING KO		MED EXP (Any one person)	s 10,000	
		CLAIMS WADE 21 OCCOR				PERSONAL & ADV INJURY	s 1,000,000	
					- ADDRESS OF THE STATE OF THE S	GENERAL AGGREGATE	\$ 4,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:			15000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	
		POLICY X PRO- JECT X LOC				111000010 021111101	* 1,000,000	
В	X	AUTOMOBILE LIABILITY X ANY AUTO	BAP5946030-01	3/31/2010	3/31/2011	COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000	
		X ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	s XXXXXXX	
		X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXX	
						PROPERTY DAMAGE (Per accident)	\$ XXXXXXX	
		GARAGE LIABILITY	NOT APPLICABLE		P-000000	AUTO ONLY - EA ACCIDENT	\$ XXXXXXX	
		ANY AUTO	INO! AIT CICADLE			OTHER THAN EA ACC AUTO ONLY:	s XXXXXXX	
				<u> </u>		AGG AGG	\$ XXXXXXX	
С	X	EXCESS/UMBRELLA LIABILITY	3522808	3/31/2010	3/31/2011	EACH OCCURRENCE	\$ 5,000,000	
		X OCCUR CLAIMS MADE	3322300	5151120 KV	3,3,7,2011	AGGREGATE	\$ 5,000,000	
		Y UMBRELLA	TO THE PARTY OF TH		CALLED THE PARTY OF THE PARTY O		§ XXXXXXX	
		DEDUCTIBLE X FORM					\$ XXXXXXX	
		RETENTION \$	W(0000(040(0/400)	2/21/2015	3/21/2011	v WC STATU- OTH-	\$ XXXXXXX	
D		KERS COMPENSATION AND LOYERS' LIABILITY Y / N	WC020634869 (AOS)	3/31/2010	3/31/2011	X WC STATU- OTH- TORY LIMITS ER	1.000.000	
D	ANY F	ROPRIETOR/PARTNER/EXECUTIVE N ER/MEMBER EXCLUDED?	WC020634870 (CA)	3/31/2010 3/31/2010	3/31/2011 3/31/2011	E.L. EACH ACCIDENT	\$ 1,000,000 1,000,000	
D	(Ma	ndatory in NH) describe under	WC020634871 (FL) WC020634872 (OR)	3/31/2010	3/31/2011	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
D	SPEC	AL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D	ОТНІ	ER TEXAS WORKERS COMPENSATION	WC020634873 (TX)	3/31/2010	3/31/2011	SEE ABOVE WC POLICY LIN	MITS	
DES	RIPT	ON OF OPERATIONS/LOCATIONS/VEHICL F#RM10057900 - DENVER CRIME	ES/EXCLUSIONS ADDED BY ENDORSEM	ENT/SPECIAL PROVIDE	SIONS	PPOINTED OFFICIALS CA	IDI OVEES	
1 A N I	N 1/10	TIMPEEDS ADE MCHINED AS	ADDITIONIAL INCLIREDS AS RES	ARCTS LIABILITY	Y COVERAGE EXC	JULIANIC WURKERS CON	TENSALION.	
AV	/AIV	ER OF SUBROGATION APPLIES I TEES AND VOLUNTEERS WHERE	N FAVOR OF THE CITY AND CO	JNTY OF DENVE	er, 118 elected /	AND APPOINTED OFFICIA	Lo,	
	LLO	TELEVILLE TO SET TELEVILLE						
L								
CE		CATE HOLDER		CANCELLATI				
CITY AND COUNTY OF DENVER			DATE THEREOF,	THE ISSUING INSUR	ED POLICIES BE CANCELLED B ER WILL BURGANORNON MAIL	30 DAYS WRITTEN		
		ATTN: DENVER RISK MANAGEMEI 201 WEST COLFAX AVENUE, DEP DENVER CO 80202		MACORE MOLYON	HABAK XIXIOTAK	NAMED TO THE LEFT, NOT XA KOFX ANY XINO XIPON XHE XIOS		
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					(1)produ	1 horas		



ACORD* CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

-	OLIVIII O	AIL OF LIABILI	I I III III	NAIVE	3/31/2011	1/4/2011	
PROD	Lockton Companies, LLC-1 Kansa 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	as City	ONLY AND HOLDER.	D CONFERS N THIS CERTIFIC	OUED AS A MATTER O O RIGHTS UPON TH ATE DOES NOT AME AFFORDED BY THE PO	E CERTIFICATE ND. EXTEND OR	
			INSURERS	AFFORDING C	OVERAGE	NAIC #	
INSURED J.E. DUNN CONSTRUCTION COMPANY 1067522 COLORADO CENTER - TOWER ONE 2000 SOUTH COLORADO BLVD., SUITE 12000				INSURER A: Ironshore Specialty Insurance Co (EUS)			
			INSURER B :			25445	
	DENVER CO 80222	., SUITE 12000	INSURER C:				
			INSURER D :				
			INSURER E :	W-1514.5-4			
COVERAGES JEDGR01 GE			THIS CERTIFICATE	OF INSURANCE DOES	NOT CONSTITUTE A CONTRACTATIVE OR PRODUCER AND TH	T BETWEEN THE ISSUING	
MAY POL	POLICIES OF INSURANCE LISTED BEI PREQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDE ICIES. AGGREGATE LIMITS SHOWN MA	N OF ANY CONTRACT OR OTHER D BY THE POLICIES DESCRIBED HI	NSURED NAMED A DOCUMENT WITH EREIN IS SUBJECT CLAIMS.	BOVE FOR THE PO RESPECT TO WH TO ALL THE TERI	OLICY PERIOD INDICATED. N NICH THIS CERTIFICATE M.	VOTWITHSTANDING	
INSR A	NSRD TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMI	TS	
	GENERAL LIABILITY	10000			EACH OCCURRENCE	s XXXXXXX	
Manufacture	COMMERCIAL GENERAL LIABILITY		PO A COLUMN AND A	nu-u-nacounty	DAMAGE TO RENTED PREMISES (Ea occurence)	s XXXXXXX	
and the same of th	CLAIMS MADE OCCUR	NOT APPLICABLE	O-MANUAL COMPANY	Proposition	MED EXP (Any one person)	\$ XXXXXXX	
- Land	A SAME AS A SAME A SAM		BROCKLASIAON	overning section	PERSONAL & ADV INJURY	\$ XXXXXXX	
1		The second secon	Control of the Contro	Name of the second	GENERAL AGGREGATE	\$ XXXXXXX	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	3 XXXXXXX	
	POLICY JECT LOC						
	AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXX	
	ALL OWNED AUTOS SCHEDULED AUTOS	NOT APPLICABLE			BODILY INJURY (Per person)	\$ XXXXXXX	
Mentioner	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXX	
			**************************************		PROPERTY DAMAGE (Per accident)	\$ XXXXXXX	
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXX	
i i i i i i i i i i i i i i i i i i i	ANY AUTO	NOT AFFLICABLE			OTHER THAN EA ACC	s XXXXXXX	
_				- Million and the second and the sec	AUTO ONLY: AGG	\$ XXXXXXX	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$ XXXXXXX	
	OCCUR CLAIMS MADE	NOT APPLICABLE	400000		AGGREGATE	\$ XXXXXXX	
	DEDUCTIBLE UMBRELLA FORM	NOT THE PERENDER				\$ XXXXXXX	
	DEDOCTIBLE -					\$ XXXXXXX	
V	RETENTION \$ VORKERS COMPENSATION AND				WC STATU- OTH-	\$ XXXXXXX	
E	MPLOYERS' LIABILITY Y / N NY PROPRIETOR/PARTNER/EXECUTIVE	The state of the s		en e	TORY LIMITS ER	VVVVVV	
0	FFICER/MEMBER EXCLUDEO? (Mandatory in NH)	NOT APPLICABLE	annamus _i ,	is established	E.L. EACH ACCIDENT	\$ XXXXXXXX	
If	yes, describe under PECIAL PROVISIONS below		THE PROPERTY OF THE PROPERTY O	A.combiana	E.L. DISEASE - EA EMPLOYEE		
0	THER				E.L. DISEASE - POLICY LIMIT \$2,000,000 EACH CLAIM, \$2,0	\$ XXXXXXX	
A	CONTRACTOR'S POLLUTION LIABILITY INSURANCE	000203000	3/31/2010	3/31/2011	TOTAL FOR ALL CLAIMS	100,000	
DESCR	IPTION OF OPERATIONS/LOCATIONS/VEHICL	ES/EXCLUSIONS ADDED BY ENDORSEM	ENT/SPECIAL PROVIS	IONS			
PROJE	ECT #RM10057900 - DENVER CRIME	LAB.					
CERTIFICATE HOLDER C				PANCEL LATION			
4445007				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION			
CITY AND COUNTY OF DENVER			DATE THEREOF,	DATE THEREOF, THE ISSUING INSURER WILL EXPRESSION MAIL 30 DAYS WRITTEN			
ATTN: DENVER RISK MANAGEMENT 201 WEST COLFAX AVENUE, DEPT. 1105 DENVER CO 80202			NOTICE TO THE CE MINOSE NO XOLX REPRESENTATIVE	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ALT XACCURENTO NO. BOSMAIX WEOSE NO XBLICATION OR MAENINKOF ANYMINO MEON THE MISMISSER XIX MAENIS NOR. REPRESENTATIVES AUTHORIZED REPRESENTATIVE			
			AUTHORIZED REPR				
				17 AV TV			

EXHIBIT R

INSURANCE REQUIREMENTS

EXHIBIT R

- Contractor agrees to secure, at or before the time of execution of this Agreement, the , m following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement 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 Agreement.
- 2. <u>Proof of Insurance</u>. Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor certifies that the attached certificate of insurance (preferably an ACORD certificate of insurance) complies with all insurance requirements of this Agreement. 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 Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 3. <u>Additional Insureds</u>. For Commercial General Liability, Excess/Umbrella Liability and Auto 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. <u>Waiver of Subrogation</u>. For all coverages, Contractor's insurer shall waive subrogation rights against the City.
- 5. <u>Subcontractors and Subconsultants</u>. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least: Commercial General Liability

- \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate; Business Auto Liability \$1,000,000 combined single limit; Workers' Compensation in statutory amounts; and \$2,000,000 in Excess/Umbrella coverage. Contractors Pollution Liability is required of any subcontractor or subconsultant with pollution exposure based on their scope of work. 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 and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants 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 \$500,000.00 for each bodily injury occurrence claim, \$500,000.00 for each bodily injury caused by disease claim, and \$500,000.00 aggregate for all 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. Contractor shall ensure that all Subcontractors maintain and show auditable proof of insurance for the required coverages.
- 7. <u>Commercial General Liability</u>. Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate. Aggregate limits to be "per project" or "per location".
- 8. <u>Business Automobile Liability</u>. Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.
- 9. <u>Excess/Umbrella Liability</u>. Contractor shall maintain excess liability limits of \$5,000,000. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.
- 10. <u>Contractors Pollution Liability</u>. Contractor shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs.
- 10. <u>Builders Risk</u>. 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.

11. Additional Provisions.

- (a) For General Liability, Excess Liability and Contractors Pollution Liability, the policies must provide the following:
 - (i)
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (ii) A severability of interests, separation of insureds or cross liability provision; and
 - (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
 - (iv) No exclusion for lead-based paint or asbestos, if applicable based on the scope of work; (applicable to Contractors Pollution liability policy only) and
 - (v) No exclusion for mold. The definition of "pollution" shall include microbial matter including mold, if applicable based on the scope of work; (applicable to Contractors Pollution liability policy only).
 - (b) For claims-made coverage:
 - (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
 - (c) 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 per occurrence limits and furnish a new certificate of insurance showing such coverage is in force

EXHIBIT S PRECONSTRUCTION SERVICES AGREEMENT