

## CM/GC CONSTRUCTION CONTRACT

### CONTRACT AND AGREEMENT

**THIS AGREEMENT** (“Construction Contract” or “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **FCI CONSTRUCTORS, INC.**, a Colorado corporation, with its principal place of business located at 4015 Coriolis Way, Frederick, CO 80504 (the “**Contractor**” and referred to herein, together with the City, as the “**Parties**” or each individually as a “**Party**”).

### RECITALS

1. The City wishes to provide a natatorium addition and interior renovations to the Swansea Recreation Center located at 2650 East 49<sup>th</sup> Avenue, Denver, Colorado, as well as required code, ADA, and LEED improvements.

**PROJECT NAME: SWANSEA RECREATION CENTER INDOOR POOL**  
CONTRACT CONTROL NO. 202473833  
(the “**PROJECT**”)

2. In furtherance of the Project, the City has contracted with HDR Architecture, Inc.(the “**Designers**” or “**Design Consultants**” or “**Consultant Team**”) to perform professional architectural and engineering design services for the programming and design of the Project.

3. Pursuant to Section 20-56 of the Denver Revised Municipal Code, the City commenced on December 27, 2021, and advertised for at least three (3) consecutive days, the City’s solicitation for qualification submissions from qualified contractors for the Project.

4. The City’s solicitation sought a contractor to furnish all Construction Manager/General Contractor (“**CM/GC**”) preconstruction and construction experience, expertise and services; and all construction administration, management, supervision, coordination and project construction experience and expertise; and all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to assist in the Project design and to complete the construction of the Project on an expedited basis and within budget; while satisfying the City’s longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

5. Submissions received pursuant to said advertisement were evaluated and formal proposals were requested from selected firms best meeting the City’s qualifications criteria for this Project.

6. Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the Executive Director of the Department of Transportation and Infrastructure (DOTI) who evaluated the Proposals and recommended that a contract or contracts for performance on the Project be made and entered into with the above-named Contractor.

7. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. DOTI-202263583, dated August 4, 2022, to perform preconstruction services.

**8.** In accordance with the terms and conditions of the Preconstruction Services Agreement, the Contractor has reviewed the Project Site and design documents and has performed constructability, availability, scheduling and cost estimating analysis on design documents prepared for the Project.

**9.** Based on this performance, the Contractor is thoroughly informed about the Project and the Project design. Contractor has submitted and the City has accepted a Guaranteed Maximum Price (“GMP”) for the Project.

**10.** As a consequence of the Project’s time limitations and in order to maintain the existing Project schedule, the Contractor and the City now desire to enter into this CM/GC Construction Contract (this “**Agreement**” or this “**Construction Contract**”) for a GMP for all of the Work necessary to complete the Project.

**11.** The Contractor is willing, able and has the present capacity to perform the construction phase services, as an independent contractor, in accordance with this Construction Contract, said advertisement, the preconstruction agreement and the referenced selection documents.

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

## **1.0 PROJECT SUMMARY AND DEFINITIONS:**

**1.1 Project.** The “Project” as used herein shall mean: the natatorium addition and interior renovations to the Swansea Recreation Center located at 2650 East 49<sup>th</sup> Avenue, Denver, Colorado, as well as required code, ADA, and LEED improvements, on and subject to the terms, conditions, limitations, and other requirements set forth in this Agreement.

**1.1.1** The Project is located at the “**Project Site**” which is: 2650 East 49<sup>th</sup> Avenue, Denver, Colorado.

**1.1.2** The specific details of the Project are more particularly set forth in the “Construction Documents Package” prepared by the Designer and dated November 14, 2023.

**1.1.3** Guaranteed Maximum Price (GMP) Work. The GMP proposal provides all necessary labor, materials, and equipment necessary to complete the work more particularly set out in the Contract Drawings, Technical Specifications and the Contractors Proposal.

**1.2 Contractor Selection.** In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the “**DRMC**”), the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City’s Request for Qualifications (RFQ) dated December 27, 2021; and the Contractor’s RFQ Submittals dated February 9, 2022 and April 12, 2022. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Construction Contract or the Project.

**1.3 Project Format.** In the performance of this Construction Contract, the Contractor acknowledges and accepts that scope and schedule are critical for Project delivery. Based on these considerations, the

City has elected to utilize a Construction Manager/General Contractor (“CM/GC”) project delivery approach and will fast track the Project.

**1.3.1** The Contractor is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. As a consequence of the delivery approach, the Contractor acknowledges and accepts the following: (1) that the complete services to be rendered by the Contractor, the organizational and process inter-relationships governing construction and the construction cost, schedule and sequencing are either in the developmental stage or have not yet been fully defined; and (2) that portions of the Project could have their design completed as separate phases.

**1.3.2** In preparing and submitting the GMP Proposal, the Contractor understands, confirms and agrees that its responsibility under this CM/GC approach is to construct the Project in accordance with the Contract Documents. It is further understood and accepted that because the GMP may be based, in part, on incomplete design documents, the Contractor shall exercise reasonable care and its best diligence, efforts and judgment to determine the intent of the most recent Project design documents, has or will have carefully considered this intent, both express and inferable, in calculating the GMP and has or will have based all of its GMP calculations on the Scope of Work, program and standards of workmanship, and quality of construction, equipment, materials and finishes that can be inferred from the most recent design documents and any documented Project expectations and/or requirements provided to the Contractor.

**1.3.3** Subject to any allowed contingency provided for in Section 1.5, the Contractor further acknowledges and agrees the GMP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. The Contractor has documented in the Basis of the GMP Proposal and provided or will provide to the City any and all clarifications regarding the design intent, including the intended level of quality of the Project. No GMP increase or extension of the Contract Time will be allowed to account for any assumption, exclusion and clarification the Contractor failed to document or for any other item of Work covered by the Contract Documents that the Contractor failed to account for in its GMP.

**1.4 Allowances.** The allowances set forth in the GMP Proposal have been accepted by the Project Manager. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ any persons or entities against which the Contractor may make reasonable objection. The Contractor may also supply allowances for those items the Contractor and the Project Manager mutually determine require an allowance. All allowances applicable to the Work are set forth in **Exhibit Q** (GMP Proposal). Unless otherwise provided for in the Contract Documents:

**1.4.1** Materials and equipment under an allowance shall be selected promptly by the City to avoid delay in the Work;

**1.4.2** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts;

**1.4.3** Contractor's costs for unloading and handling at the Project site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor's home office overhead and profit for all allowance items are included in the Contractor's Fee and are not in the allowance; and

**1.4.4** Whenever costs are more than or less than the allowances, the GMP shall be adjusted accordingly by change order. The amount of the change order shall reflect the difference between actual costs and the allowances. If actual costs exceed allowances, the change order shall include Fee on the difference in accordance with allowable Contractor Fee under the Construction Contract.

**1.5 Construction/GMP Contingency.**

**1.5.1 Construction Contingency Amount.** The GMP includes a construction contingency in an amount equal to a lump sum of **NINE HUNDRED FIVE THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS AND NO CENTS (\$905,672.00)** ("GMP Contingency") for the entire scope of the GMP Work

**1.5.2 Contingency Accounting.** The GMP Proposal is not a line item GMP. During the course of the Work, some GMP line items may exceed the estimated amounts and others may under run the estimated amounts shown in the GMP Proposal without impacting the overall GMP. The Contractor may charge to the Contingency any costs which are properly reimbursable as Cost of the Work, but not the basis for a Change Order. These costs may include costs attributable to errors and omissions by the Contractor; costs to correct defective, nonconforming or damaged work; costs generated from clarification of the Contract Documents; costs for code changes or code upgrades required by governmental agencies which are not otherwise the basis for a change order; overtime and acceleration costs to meet contract schedule; and costs, including legal fees, for contractual disputes, with parties other than the City. The Contingency shall be increased to the extent that there are underruns in budget items included in the GMP. The Contractor shall notify the Project Manager, in writing, of each such charge to or credit of the contingency prior to taking such action and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

**1.5.3 Contingency Management.** The Contractor acknowledges that, subject to available funding, it is the desire of the City to incorporate as many additional Work items into the Work as reasonable or otherwise increase the Work to be performed by the Contractor to enhance the Project. The Contractor agrees to accept a mutually agreeable reduction of the contingency whenever the City and the Contractor reasonably agree that the Project risk is substantially decreased and such agreement shall not be unreasonably withheld.

**1.5.4 Owner's Contingency Amount.** The Maximum Construction Contract Amount (as hereinafter defined) includes an owner's contingency in the amount of **ONE MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,400,000.00)** ("Owner's Contingency"). The Owners Contingency is outside of the GMP. Any adjustments to, or applications of, the Owner's Contingency shall be made by written approval by the Project Manager. The Owner's Contingency will be adjusted at the Owner's sole discretion.

**1.5.5 Owner's Contingency Accounting.** The Owner's Contingency will be used at the sole discretion of the City for changes to the Scope of Work that are initiated and requested by the City and for overruns in Allowances. Contractor has no right or claim to the Owner's Contingency other than as set forth in Section 1.5.4 above.

**1.6 Design Consultant.** The "Design Consultant" or "Designer" as used herein shall mean the legally approved professional architect/engineer, or group or association or professional corporation or joint

venture of such approved professional architects, engineers and/or consultants, who have contracted with the City to accomplish the architectural, engineering and other design and related technical services necessary to complete the Project. The Project Design Consultant is HDR Architecture, Inc.. In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.

**1.7 User Agency.** The “User Agency” as used herein shall mean the City agency currently responsible for the operation and maintenance of the Project. The User Agency is the City and County of Denver Department of Parks and Recreation.

**1.8 Construction Team.** The Contractor, the City, and the Design Consultant, called the “Construction Team,” shall work together to complete the Project. The Contractor shall provide leadership to the Construction Team on all matters relating to Construction.

## **2.0 CONTRACT DOCUMENTS:**

**2.1** It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the “**Contract Documents**” and all of said instruments, drawings and documents taken together as a whole constitute the Contract and Agreement between the parties hereto, and they are as fully a part of this Contract and Agreement as if they were set out verbatim and in full herein. The Contract Documents represent the entire and complete integration of all understandings between the City and the Contractor and supersedes all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties. When the Contract Drawings and Technical Specifications are complete and issued by the Design Consultant for construction, they will, without further action be incorporated into this Construction Contract as if fully set forth herein as **Exhibits M and N**.

This CMGC Construction Contract

Advertisement of Notice of Invitation for Qualifications, dated December 27, 2021 (incorporated herein by reference)

Request for Proposals (RFP), dated March 17, 2022 (incorporated by reference)

Contractor Response to RFP, dated April 12, 2022 (incorporated by reference)

General Contract Conditions (incorporated by reference; table of contents attached as **Exhibit A**)

Special Contract Conditions (attached as **Exhibit B**)

Minority/Women Owned Business Enterprise Program Equity, Diversity, and Inclusion Plan (incorporated by reference as **Exhibit C**)

Workforce Requirements (attached as **Exhibit D**)

Preconstruction Services Agreement, dated August 4, 2022 (incorporated by reference as **Exhibit E**)

Equal Employment Opportunity Provisions (attached as **Exhibit F**)

Prevailing Wage Rate Schedule(s) (attached as **Exhibit G**)

Performance and Payment Bond (attached as **Exhibit H**)

Final/Partial Lien Release Form (attached as **Exhibit I**)

Notice to Proceed Form (attached as **Exhibit J**)

Contractor's Certification of Payment Form (attached as **Exhibit K**)

Final Receipt Form (attached as **Exhibit L**)

Technical Specifications (incorporated herein by reference as **Exhibit M**)

Contract Drawings (incorporated herein by reference as **Exhibit N**)

Equipment Rental Rates (attached as **Exhibit O**)

Billing Rates for Salaried Personnel (attached as **Exhibit P**)

GMP Proposal (attached as **Exhibit Q**)

Self-Performed Work Proposal (attached as **Exhibit R**)

Insurance Requirements (attached as **Exhibit S**)

ROCIP Insurance Manual (attached as **Exhibit T**)

ROCIP Safety Manual (attached as **Exhibit U**)

Certificate of Insurance (attached as **Exhibit V**)

**2.2** If anything in the Contract Documents is inconsistent with this Construction Contract, this Construction Contract will govern. The order of precedence of the Contract Documents shall be as follows:

**2.2.1** this Construction Contract, as may be modified by amendment or change orders;

**2.2.2** the Special Contract Conditions;

**2.2.3** the General Contract Conditions;

**2.2.4** the Basis of the GMP Work Proposal;

**2.2.5** the Technical Specifications;

**2.2.6** the Contract Drawings; and

**2.2.7** all other Exhibits, whether attached to this Construction Contract, incorporated by reference or later added by Change Order.

**2.3** The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Work. The Contract Documents are

complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the Contract Documents will be required unless they are not consistent with the Contract Documents and are not inferable from the Contract Documents as being necessary to produce the result intended by the Contract Documents. Anything mentioned in the Technical Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown or mentioned in both. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meaning.

**2.4** It is contemplated by the parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution of this Construction Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such exhibits or attachments into this Construction Contract shall be accomplished by written directive from the Manager of DOTI or the Manager's designee. The parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Construction Contract, the greater service, better quality or greater quantity shall be included in the Work. However, nothing contained in this section shall limit the Contractor's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

**2.5** Where reference is made in this Construction Contract to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### **3.0 SCOPE OF WORK:**

**3.1 Completion Obligation.** The Contractor shall execute the Project described in the Contract Documents, except to the extent specifically indicated in the Contract Documents as the responsibility of others. The Contractor agrees to commence and undertake the performance of the Work under this Construction Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached as **Exhibit J** and agrees to substantially complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents. The Contractor may complete the Project earlier than the date for substantial completion established by the Contract Time, but any claim by the Contractor based on delay shall be based upon the date for substantial completion established by the Contract Time and not on an earlier projected completion date that the Contractor may propose.

**3.2 Scope of Work.** The entire Scope of Work shall include the following:

**3.2.1 Preconstruction Phase Services.** The Preconstruction Services are comprised of all those services, obligations and responsibilities set forth in the Preconstruction Services Agreement, incorporated herein by this reference as **Exhibit E**. In order to expedite Project completion, the Parties entered into the Preconstruction Agreement to perform Preconstruction Services, in anticipation of the start of the Construction Phase of the Project. In accordance with the terms of the Preconstruction Agreement, compensation for the performance of such services is based on a lump sum fee for services. For the duration of this Construction Contract, the Contractor shall continue to perform any further Preconstruction Services required by the Project as part of its obligations under this Construction Contract as a Cost of the Work with no increase to the GMP.

**3.2.2 Construction Services.** The Construction Phase Services shall include the furnishing of all construction administration, management, supervision and coordination experience and expertise,

as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the construction of the Project on time and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements. Compensation for the Construction Phase Services shall be in accordance with the terms and conditions of this Construction Contract.

**3.2.3 GMP Scope of Work.** The Contractor shall perform all Construction Services, as set forth in the GMP Proposal, which is attached as **Exhibit Q**.

(Note: The City may in its sole discretion elect to complete the Project using multiple bid packages. In the event that the City elects to proceed in this manner the City will modify the contract appropriately.)

**3.2.4 The Work.** The terms “**Scope of Work**” or “**Work**” as used herein shall mean all Construction Services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work shall constitute the whole of the Project.

**3.3 Acknowledgement of Scope of Work.** The Contractor expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Construction Contract.

**3.3.1** The Contractor further represents to the City that by executing this Construction Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the Design Consultant performed to date for the Project; all of the Contract Documents attached to this Construction Contract or incorporated by reference; the City’s general time and budget constraints and contingencies applicable to the Budget; and all of the Work required by the Contractor by the Contract Documents. Based upon this thorough review and analysis and recognizing that the contract for design services is between the City and the Designer, the Contractor nonetheless represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.

**3.3.2** Also by execution of this Construction Contract, the Contractor covenants and represents that the Contractor has visited the site of the Project (the “Site”) and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Site, the character and nature of the Site layout and materials, the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Contractor further represents that it has taken into consideration and correlated these direct observations, examinations and investigations with the requirements of the Contract Documents and in the pricing of the Work, the formulation of the GMP, the Contractors Fee and in preparing all Exhibits.

**3.3.3** Also by execution of this Construction Contract, the Contractor represents that it has reviewed and is familiar with the City’s general expectations and scheduling assumptions regarding the completion of the Project and opening of the completed facility and that, given the Scope of Work, these scheduling assumptions are reasonable and achievable. The Contractor further represents that it will take into consideration and correlate these assumptions and constraints with

the requirements of the Contract Documents and in the pricing of the Work, the GMP and the Contractor's Fee.

**3.3.4** Finally, the Contractor represents that it has reviewed the Design Consultant Agreements and the 100% Design Drawings, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints as modified by value engineering suggestions, budget adjustments and cost cutting measures suggested by the Contractor is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

#### **4.0 RELATIONSHIP OF THE PARTIES:**

**4.1** The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Contractor to complete the Project within the time and budget constraints set forth in this Construction Contract and in a manner which satisfies the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

**4.2** The Contractor accepts the relationship of trust and confidence established by this Construction Contract with the City. The Contractor further agrees to utilize the Contractor's best skills, efforts, and judgment in furthering the interests of the City regarding the Project; to furnish at all times an adequate supply of qualified and competent workers and quality materials; and to perform the work in the best, most expeditious, and economical manner. Further, the Contractor agrees to furnish efficient business administration, construction management and superintendence and to use its best efforts to complete the Work in an expeditious and economical manner, consistent with the interests of the City.

**4.3** The City will have a separate agreement with the Design Consultant to design the Project and to provide construction contract administration services necessary to ensure that the Work conforms to the Contract Drawings and Technical Specifications. Both the Contractor and the Design Consultant shall be given direction by the City, or the City's designated and authorized representative(s). The Contract Documents shall not be deemed to create any contractual relationship between the Design Consultant and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, with both participating on the same team with the City.

**4.4** The Contractor shall accept the designated and authorized representatives of the City identified in the Contract Documents and perform its obligations toward and in response to such representatives in the same manner it would toward and in response to the City, pursuant to such designation and authorization.

**4.5 City Delegation Of Authority.** With reference to G.C. 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager delegates to the City Engineer the authority necessary to undertake the responsibilities identified as the responsibilities of the Deputy Manager under this Construction Contract. The City Engineer hereby designates as Project Manager with authority to handle the day to day administration of this Construction Contract, the following personnel:

**Department of Transportation and Infrastructure Project Manager****Telephone**

Matt Young

303-726-6810

**5.0 COORDINATION AND COOPERATION:**

**5.1** The Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.

**5.2** The Contractor shall, as a continuing work item under this Construction Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Transportation and Infrastructure ("DOTI"), the Project Manager, the Design Consultant, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Construction Contract with all involved governmental and regulatory entities.

**5.3** The Contractor shall be responsible for taking accurate and comprehensive minutes at all Construction meetings attended by the Contractor regarding the Project. Those minutes shall be prepared in a format approved by the Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three (3) working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

**5.4** Nothing contained in the Contract Documents shall be deemed to give any third party any claim or right of action against the City, the Design Consultant or the Contractor that does not otherwise exist without regard to the Contract Documents.

**5.5** The Contractor shall use its best efforts and take all necessary precautions to protect and prevent damage and/or disruption to all City facilities and equipment, and shall coordinate all ingress and egress requirements with appropriate persons and agencies.

**6.0 CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES:**

**6.1** **Substantial Completion.** The term "Substantial Completion" is defined in the General Conditions. The number of days the Contractor shall have to attain Substantial Completion of the Scope of the Work set forth in the Contract Documents is set forth in this Section.

**6.2** **Construction Time.** The term "Construction Time" is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Construction Time shall be: 602 Calendar Days.

**6.3** **Final Completion.** Final Completion of the Work occurs following Substantial Completion when all punch list items are completed and the Contractor has provided the City with a Final Lien release Form (which may be contingent upon receipt of Final Payment) (in the form of **Exhibit I**). The term "Final Completion" is defined in the General Conditions.

**6.4 Liquidated Damages.** The parties recognize and agree that time is of the essence of this Contract. In the event that the Work is not Substantially Complete within the Construction Time, as that time may be extended for delays for which an extension of time is permitted under the terms of the Contract Documents, the City and the Contractor acknowledge and agree, after a full discussion of the implications of this section, that it would be impractical and extremely difficult to estimate the damages (including, by way of example but without limitation, direct and indirect, incidental, special and consequential damages) which the City might incur for failure of the Contractor to timely achieve Substantial Completion within either the Construction Time. Therefore, the City and the Contractor have determined that a reasonable estimate of the total detriment that the City would suffer in the event that the Contractor so defaults and the Project is not Substantially Complete within the Construction Time, as extended as permitted herein, is and shall be, in the event of said default and failure, as the sole and exclusive remedy (whether at law or in equity) of the City for this delay, and not as a penalty, the amount per day stated below that the Work shall remain not Substantially Complete after the Construction Time, as applicable, including extensions, has elapsed. It is understood and agreed that the City reserves all of its other rights and remedies for any other or different breach or default of this Construction Contract by Contractor, or for any other cause of action.

Liquidated Damages Table

Amount per Day	Substantial Completion	\$500.00
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The parties agree that the foregoing amounts shall be the full amount of liquidated damages recoverable against the Contractor by the City for the Contractor's breach of its covenants of timely performance hereunder. The amount so determined shall be the full, agreed upon and liquidated damages recoverable against the Contractor by the City for the Contractor's breach of its covenants of timely performance hereunder. The provisions of this Section shall not limit the rights and remedies of the City pursuant to the General Conditions.

## 7.0 SUBCONTRACTS AND OTHER AGREEMENTS:

**7.1 Subcontractor Selection.** The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which is fair and reasonable and, to the greatest extent practicable, is based on fair and open competition. As such, all Work, except for Work or Services included in the Contractor's Fee, the Contractor's General Conditions or Work performed by the Contractor with the prior written approval of the Project Manager ("Self-Performed Work") shall be procured based upon competitive bids awarded to the lowest, responsive and qualified bidder and subcontracted to "Subcontractors" and "Suppliers," which may include Contractor Self-Performed Work under Section 7.1, in accordance with **Exhibit R** and in compliance with the General Conditions, attached hereto and incorporated herein as **Exhibit A**. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. Upon request of the Contractor, the City may waive the competitive bid requirement of this Section with the express written approval of the Project Manager.

### 7.2 Self-Performed Work.

**7.2.1** Upon prior written approval of the Project Manager, the Contractor may compete for designated Subcontractor or Supplier Work packages. Should the Contractor submit a proposal for any such package, such proposal shall be submitted directly to the Project Manager prior to any proposal deadline and all bid or selection requirements specified in **Exhibit Q** shall apply to proposal or bid opening and evaluation. The

Project Manager shall review with the Contractor all bids submitted where the Contractor has submitted a bid and shall make the final award after consultation with the Contractor. The City must approve any Self-Performed Work award to the Contractor. The Contractor shall perform for the Contractor's lump sum bid amount on the basis of a Stipulated Lump Sum Subcontract, which shall also be subject to City review and written approval of the Project Manager prior to commencement of any Self-Performed Work, but shall not be subject to the cost of work limitations of the Contract Documents.

**7.2.2** The Contractor has submitted to the City a Self-Performed Work Proposal for the Project attached hereto as **Exhibit R**. The Project Manager may, at the Project Manager's sole discretion, accept the proposal, reject the proposal in whole or in part, or engage in further negotiations regarding this Work. If finally accepted by the Project Manager, the City will issue a change order for this work and the work described in the Final Self Performed Work Proposal will be incorporated into the GMP Scope of Work and GMP price as if fully set forth herein. If the City rejects the Final Self Performed Work Proposal, the terms of Section 7.2.1 shall apply to the approved Self Performed Work awarded to Contractor.

**7.3 Subcontract Forms.** All subcontracts will be between the Contractor and the selected Subcontractors or Suppliers, which may include the Contractor for Lump Sum Self-Performed Work. The form of each subcontract shall be furnished to the City for review and acceptance as to form, which acceptance shall not be unreasonably withheld. All subcontracts shall require that all Subcontractors or Suppliers of any tier performing Work accept and agree to be bound by the terms and conditions of the Contract Documents and to assume toward the Contractor all obligations and responsibilities the Contractor, by the Contract Documents, assumes toward the City. All subcontracts shall preserve and protect the rights of the City under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof shall not prejudice these rights.

**7.4 Substitution.** The Contractor shall make no substitution for a Subcontractor or Supplier previously selected without the prior written approval of the Project Manager and such approval shall not be unreasonable withheld.

**7.5 Responsibility.** The Contractor shall be responsible to the City for the acts and omissions of its agents and employees, Subcontractors and Suppliers of any tier, and their agents and employees performing Work under this Construction Contract.

## **8.0 COMPENSATION.**

**8.1 Cost of the Work.** The term Cost of the Work shall consist of costs necessarily incurred in the proper performance of the Work for the Project as delineated below which shall be paid by the City to the Contractor. Cost of the Work shall not include any Fee of the Contractor. Any allowable mark-up by the Contractor is included in the Contractor's Fee. Cost of the Work shall consist of the following Contractor incurred items set forth below:

**8.1.1** Cost of wages paid for labor in the performance of the Work at the site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the prevailing wage rates established by the City and County of Denver for construction projects, as set out in DRMC Section 20-76, and in effect at the time that the GMP is established. In the event the prevailing wage rates are increased in accordance with DRMC Section 20-76, on the anniversary date of this Construction Contract, these increases shall also be included as a cost of the work. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick

leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel referenced in this paragraph and paragraphs 8.1.17 and 8.1.18 shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth on Prevailing Wage Rate Schedule, attached as **Exhibit G**, or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Salaried Personnel attached as **Exhibit P**.

**8.1.2** Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid pursuant to Section 8.1.1.

**8.1.3** Cost of mock-ups and testing, as may be previously approved by the Project Manager.

**8.1.4** Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

**8.1.5** Payments properly made by the Contractor to Subcontractors and Suppliers under Project subcontracts for performance of portions of the Work including insurance required by this Contract and bond premiums incurred.

**8.1.6** Payments actually made for architects, engineers and other consultants providing services to the Contractor reasonably required to perform the work, unless such services are to be provided to the Owner by the Design Consultant or other City-Retained Consultants (as defined in the Design Consultant's Agreement for Professional Design Services).

**8.1.7** Cost, including transportation, inspection, handling, storage and maintenance, of all temporary facilities and all materials, supplies, equipment and hand tools not owned by the workmen that are consumed in the performance of the Work on the Project. The Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If the Contractor and the City cannot agree on the salvage value of the above items then said items shall remain the property of the City and the Contractor shall give no credit to the Cost of the Work. The Contractor may institute a voluntary recycling program.

**8.1.8** Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site, whether rented from the Contractor (at rental rates approved by City and specified on **Exhibit O**) or others, including equipment owned by the Contractor that is assigned to salaried staff and charged to the Project and costs of fuel, oil, insurance, maintenance and minor repairs and replacements, transportation, installation, dismantling and removal thereof. The City and the Contractor agree that the rates for the rented equipment shall be charged as a Cost of Work at the stipulated fixed rates set forth on the Equipment Rental Rate Schedule, attached as **Exhibit O**.

**8.1.9** The cost of the premiums for all bonds and Builder's Risk insurance that the Contractor is required to procure by this Construction Contract. The costs of the premiums for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's written approval shall be charged as a Cost of the Work at the stipulated fixed percentage of 1.77% of the Cost of Work, and all deductibles that are attributable to this Construction Contract, including equipment insurance deductibles.

**8.1.10** Applicable sales, use or similar taxes related to the direct performance of the Work and for which the Contractor is liable, imposed by any governmental authority.

**8.1.11** Permits, fees, licenses, costs of all tests, commissioning costs, inspections and approvals, as may be required by the Contract Documents or applicable laws, ordinances or public authority for the performance of the work (except for inspection and testing performed by the City, at its cost).

**8.1.12** Actual costs of reproduction, telegrams, facsimile transmissions, mobile phones, long distance telephone calls, telephone service at the Site, postage and express delivery charges, and reasonable petty cash expenses of the site office in connection with the Work.

**8.1.13** Cost of removal of all debris from the Site.

**8.1.14** Costs for temporary and permanent power, lighting, heat, chilled drinking water, sewer and water services as required to complete the Work at the Site, and costs for snow removal as required.

**8.1.15** Cost incurred by the Contractor in repairing or correcting defective, damaged or nonconforming work, provided that such defective, damaged or nonconforming work was beyond the control of the Contractor, Subcontractors, or Suppliers, or caused by the ordinary mistakes or inadvertence, and not the negligence of the Contractor's or any Subcontractor's or Supplier's supervisory personnel. If the costs associated with such defective, damaged or nonconforming work are recoverable from insurance or Subcontractors or Suppliers, the Contractor shall exercise its best efforts to obtain recovery from the appropriate source and credit the Cost of the Work if recovery is obtained.

**8.1.16** Costs incurred due to any emergency affecting the safety of persons and property and related to the Work unless otherwise covered by insurance or reimbursable from a Subcontractor or Supplier, or unless such costs are due to the fault or negligence of the Contractor or a Subcontractor or Supplier of any tier.

**8.1.17** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site, and when stationed off-site and working on the Project in accordance with the staffing and salary schedule set forth in **Exhibit P**, including vacation time, in accordance with the Contractor's company policy, accrued and taken during the performance of the Work. This includes estimators, safety personnel, quality control personnel and their assistants.

**8.1.18** Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work in accordance with the staffing and salary schedule set forth in **Exhibit P**.

**8.1.19** With prior written approval of the Project Manager, that portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

**8.1.20** Fees of testing laboratories for tests required by the Contract Documents.

**8.1.21** Legal, mediation and arbitration costs other than those arising from disputes between the City and the Contractor reasonably incurred by the Contractor in the performance of the Work and with the City's prior written permission of the Project Manager.

**8.1.22** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.

**8.1.23** Costs associated with the implementation of any established company safety program, which costs shall be subject to City's reasonable approval.

**8.1.24** Contractor's General Conditions expenses as identified in **Exhibit A**. These expenses include rented or purchased materials and equipment used by the Contractor at the Project site office in connection with the Work.

**8.1.25** Cost of warranty repairs, to the extent not covered by a subcontract or purchase agreement (provided that the Contractor shall use its best efforts to enforce the warranties received from subcontractors, suppliers and vendors). These costs include the Contractor's administrative staff associated with supervision and management of the warranty repairs.

**8.1.26** Reasonable data processing costs related to the work, including data line service, internet charges, software costs and licenses fees.

**8.1.27** All costs and fees incurred in the performance of work and approved for payment under the Preconstruction Services Agreement (**Exhibit E**).

**8.1.28** Deposits for materials, design of manufactured items and supplied items is the responsibility of the contractor. Reimbursements will be made once the item is installed and accepted by the Project Manager.

**8.2** **Costs Not To Be Reimbursed.** Cost of the Work shall not include expenditures made for any of the following:

**8.2.1** Salary of any officer of the Contractor.

**8.2.2** Salary of the Contractor's employees stationed at the Contractor's main office not working on the Project.

**8.2.3** Overhead, profit and general expenses of any kind except as included in the Contractor's Fee.

**8.2.4** The capital expenses of the Contractor, including interest on capital employed for the work.

**8.2.5** Expenses of the Contractor's principal office and offices, other than the Site office.

**8.2.6** Costs incurred by the Contractor in situations where such costs may be covered by insurance or recoverable from a Subcontractor or Supplier, if the Contractor failed to use its best efforts to obtain such insurance proceeds or recovery from the responsible Subcontractor(s) or Supplier(s).

**8.2.7** Expenses incurred for relocation and temporary living expenses of personnel required for the Work, or when such relocation is for the convenience of the Contractor.

**8.2.8** Any cost that would cause the GMP to be exceeded.

**8.2.9** Any costs not specifically included in the Cost of the Work, Section 8.1.

### **8.2.10 Costs of retesting non-conforming Work.**

**8.3 Contractor's Fee.** The "Contractor's Fee" to be paid to the Contractor and included in the GMP shall be a lump sum of **FIVE HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS AND NO CENTS (\$583,527.00)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

### **8.4 Guaranteed Maximum Price.**

**8.4.1 Guaranteed Maximum Price.** The City agrees to pay the Contractor, and the Contractor agrees to accept, the not to exceed sum of **NINETEEN MILLION FIVE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$19,558,364.00)** (the "GMP" or "Guaranteed Maximum Price"), for which the Contractor will perform all Work necessary to complete the Project. The GMP is subject to the qualifications, clarifications, assumptions, exclusions and allowances set forth in the GMP Proposal accepted by the City and incorporated herein as **Exhibit Q**, subject to adjustments as provided in the Contract Documents.

**8.4.2** The Guaranteed Maximum Price consists of the sum of (i) the estimated Cost of the Work; and (ii) the Contractor's Fee. The Contractor has presented and the City has accepted the Guaranteed Maximum Price and Basis of the GMP Proposal attached hereto as **Exhibit Q**. The Parties specifically agree that the City shall not be subject to any cost, charge or fee under this Agreement that is not specified above.

**8.5 Savings.** In the event that the actual Cost of the Work plus the Fee shall be less than the GMP, the resulting savings shall inure One Hundred Percent (100%) to the City. The Contractor shall distribute such savings to the City by Change Order that either reduces the GMP or implements enhancements or additions to the Project requested by the City.

**8.6 Maximum Construction Contract Amount and Funding.** In accordance with the terms of this Construction Contract, the maximum Construction Contract amount to be paid by the City to the Contractor under this Agreement shall not exceed **TWENTY MILLION NINE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$20,958,364.00)** (the "Maximum Construction Contract Amount"). The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. The Maximum Construction Contract Amount is equal to the sum of the GMP plus the Owner's Contingency. In no event will the City's liability exceed the Maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

## **9.0 DISPUTE RESOLUTION:**

It is the express intention of the parties to this Construction Contract that all disputes of any nature whatsoever regarding the Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC or, with respect to appropriate issues involving Small Business Enterprise contracting, by Section 28-33, DRMC. The Contractor expressly agrees that this dispute resolution process is the sole and only dispute resolution mechanism that will be recognized and employed by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its Subcontractors or Suppliers.

## **10.0 ADDITIONAL PROVISIONS:**

**10.1 No Discrimination in Employment.** In connection with the performance of the Work under this Construction Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Manager of DOTI pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

**10.2 Title to the Work.** The parties agree that the City shall have title to all components and aspects of the Project which are in place and title to all materials for which any payment has been made to the Contractor hereunder.

### **10.3 Compliance with Minority/Women Owned Business Enterprise Requirements.**

**10.3.1** This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The Contractor [Goal] Commitment for MWBE participation for this agreement is 21% as stipulated in the DSBO MWBE Commitment Form submitted by the Contractor.

**10.3.2** Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that:

**10.3.2.1** If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. A copy of the Utilization Plan is attached hereto as **Exhibit C**. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

**10.3.2.2** If change orders or any other contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

**10.3.2.3** If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.

**10.3.2.4** Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original overall contract requirement. The Contractor shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

**10.3.2.5** If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

**10.3.2.6** Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.

**10.3.2.7** Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

#### **10.4 Compliance with Wage Laws.**

**10.4.1 Prevailing Wage.** In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, DRMC, including but not limited to all Construction Contract anniversary date wage rate adjustments, and any determinations made by the City pursuant thereto. In accordance with Section 20-76(b), DRMC, the prevailing wage rate schedule applicable to this Construction Contract shall be the most current schedule available at the time the Contractor executes this Construction Contract and such schedule is attached hereto and incorporated herein as **Exhibit G**. For purposes of establishing a date for prevailing wage rate anniversary adjustments the contract date should be the date of the attached wage rate schedule (**Exhibit G**).

**10.4.2 Denver Wage Laws.** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**10.5 Payment of City Minimum Wage.** Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C.

Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**10.6 Compliance with Workforce Requirements.** In the performance of all Work hereunder, the Contractor shall be subject to and comply with all terms and requirements set forth in the Workforce Requirements document attached hereto and incorporated herein as **Exhibit D**.

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

**10.8 Appropriation.** Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract, **Eight Million Six Hundred Thousand and No Cents (\$8,600,000.00)** have been appropriated for this Construction Contract. The Project Manager will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor. The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

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

**10.10 Assignment Strictly Prohibited.** The Contractor shall not assign or otherwise transfer, in whole or in part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Construction Contract, except upon the prior written consent and approval of the Manager to such assignment.

**10.11 Conflict of Interest.** The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the City further agrees not to hire or contract for services with any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

**10.12 Taxes, Charges and Penalties.** Except as provided in the City's Prompt Payment ordinance, codified at DRMC Sections 20-107, 20-108 and 20-109, the City shall not be liable for the payment of any taxes, late charges, interest or penalties of any nature arising out of this Construction Contract.

**10.13 Waiver of C.R.S. §§ 13-20-802, *et seq.*** The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

**10.14 Proprietary or Confidential Information.**

**10.14.1 City Information:** The Contractor understands and agrees that, in performance of this Construction Contract, the Contractor may have access to private or confidential information that may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Contractor agrees that all information disclosed by the City to the Contractor shall be held in confidence and used only in performance of the Construction Contract. The Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would to protect its own proprietary data.

**10.14.2 Contractor Information:** The parties understand that all the material provided or produced under this Construction Contract may be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*, and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**10.15 Status of Contractor.** It is understood and agreed that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform work or services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor, or any member of its staff or any consultant, is an employee or officer of the City for any purpose whatsoever.

**10.16 Rights and Remedies Not Waived.** No payment or failure to act under the Construction Contract by the City shall constitute a waiver of any breach of covenant or default which may then exist on the part of the Contractor. No assent, expressed or implied, by either party to any breach of the Construction Contract shall be held to be a waiver of any default or other breach.

**10.17 Notices.** Any notices, demands, or other communications required or permitted to be given by any provision of this Construction Contract shall be given in writing, delivered personally or sent by registered

mail, postage prepaid and return receipt requested, addressed to the parties at the addresses set forth herein or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it is addressed, or the third (3rd) day after such notice is mailed, whichever is earlier. Unless changed in writing, such notices shall be mailed to:

If to the Contractor:

Bryan Hemeyer  
4015 Coriolis Way  
Frederick, CO 80504

If to the City:

Manager of the Department of Transportation and Infrastructure  
City and County of Denver  
201 West Colfax, Department 608  
Denver, Colorado 80202

With a copy to:

City Attorney  
City and County of Denver  
201 West Colfax, Department 1207  
Denver, Colorado 80202

**10.18 Survival of Certain Provisions.** The parties understand and agree that all terms, conditions and covenants of this Construction Contract, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Construction Contract (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

**10.22 Counterparts and Electronic Signatures.** This Construction Contract will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one and the same instrument. Contractor and City consent to the use of electronic signatures.

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

**Contract Control Number:** DOTI-202473833-00  
**Contractor Name:** FCI CONSTRUCTORS, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

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**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

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**REGISTERED AND COUNTERSIGNED:**

By:

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By:

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**Contract Control Number:** DOTI-202473833-00  
**Contractor Name:** FCI CONSTRUCTORS, INC.

DocuSigned by:  
  
By: Bryan Hemeyer 10E43EB7131F492...

Name: Bryan Hemeyer  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Exhibit A**  
**General Contract Conditions**  
**2011 Edition**

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**INDEX**

**TITLE 1**

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

**TITLE 2**

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

**TITLE 3**

<b>CONTRACTOR PERFORMANCE AND SERVICES.....</b>	<b>8</b>
301 CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE).....	8
302 NOTICE TO PROCEED AND COMPLETION OF THE WORK.....	8
303 EXACT CONTRACTOR PERFORMANCE.....	8
304 SUBSTITUTED PERFORMANCE.....	8
305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS .....	9
306 WORKING HOURS AND SCHEDULE.....	9
307 CONTRACTOR'S SUPERINTENDENT .....	10
308 COMMUNICATIONS.....	10
309 CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY .....	10
310 COMPETENCE OF CONTRACTOR'S WORK FORCE.....	11
311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT .....	11
312 CONDUCT OF CONTRACTOR'S PERSONNEL .....	12
313 SUGGESTIONS TO CONTRACTOR.....	12
314 WORK FORCE.....	12
315 CONSTRUCTION MACHINES AND STANDBY EQUIPMENT .....	13
316 CUTTING AND PATCHING THE WORK .....	13
317 PERMITS AND LICENSES .....	13
318 CONSTRUCTION SURVEYS.....	14
319 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS.....	14
320 TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES.....	15
321 PROJECT SIGNS.....	15
322 PUBLICITY AND ADVERTISING .....	16
323 TAXES .....	16
324 DOCUMENTS AND SAMPLES AT THE SITE .....	17
325 CLEANUP DURING CONSTRUCTION .....	17
326 SANITARY FACILITIES.....	18
327 POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES .....	18

**TITLE 4**

<b>CONTRACT DOCUMENTS (DRAWINGS AND TECHNICAL SPECIFICATIONS).....</b>	<b>19</b>
401 CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION.....	19
402 OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS .....	20
403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR .....	20
404 REQUESTS FOR INFORMATION OR CLARIFICATION .....	21
405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES .....	21
406 SUBSTITUTION OF MATERIALS AND EQUIPMENT .....	22

**TITLE 5**

<b>SUBCONTRACTS .....</b>	<b>24</b>
501 SUBCONTRACTS.....	24

502 SUBCONTRACTOR ACCEPTANCE.....	24
<b>TITLE 6</b>	
<b>TIME OF COMMENCEMENT AND COMPLETION.....</b>	<b>27</b>
601 BEGINNING, PROGRESS AND TIME OF COMPLETION .....	27
602 LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.....	27
603 DELAY DAMAGES .....	28
<b>TITLE 7</b>	
<b>COOPERATION, COORDINATION AND RATE OF PROGRESS.....</b>	<b>29</b>
701 COOPERATION WITH OTHER WORK FORCES .....	29
702 COORDINATION OF THE WORK.....	30
703 COORDINATION OF PUBLIC CONTACT.....	30
704 RATE OF PROGRESS.....	30
<b>TITLE 8</b>	
<b>PROTECTION OF PERSONS AND PROPERTY.....</b>	<b>32</b>
801 SAFETY OF PERSONS .....	32
802 PROTECTIVE DEVICES AND SAFETY PRECAUTIONS .....	33
803 PROTECTION OF PROPERTY AND WORK IN PROGRESS .....	33
804 PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR PUBLIC UTILITY SYSTEMS .....	34
805 PROTECTION OF STREET AND ROAD SYSTEM .....	35
806 PROTECTION OF DRAINAGE WAYS .....	36
807 PROTECTION OF THE ENVIRONMENT .....	36
808 HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES .....	37
809 ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES .....	37
<b>TITLE 9</b>	
<b>COMPENSATION .....</b>	<b>38</b>
901 CONSIDERATION (CITY'S PROMISE TO PAY).....	38
902 PAYMENT PROCEDURE .....	38
903 SCHEDULE OF VALUES IN LUMP SUM CONTRACTS.....	39
904 UNIT PRICE CONTRACTS.....	39
905 PROGRESS PERIOD .....	39
906 APPLICATIONS FOR PAYMENT.....	40
907 RELEASES AND CONTRACTORS CERTIFICATIONS OF PAYMENT.....	41
908 RETAINAGE.....	41
909 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS .....	42
910 FINAL ESTIMATE AND PAYMENT .....	43
911 ACCOUNTING OF COSTS AND AUDIT .....	43
<b>TITLE 10</b>	
<b>WAGES .....</b>	<b>45</b>
1001 PREVAILING WAGE ORDINANCE .....	45
1002 POSTING OF THE APPLICABLE WAGE RATES .....	45
1003 RATE AND FREQUENCY OF WAGES PAID .....	45
1004 REPORTING WAGES PAID.....	45
1005 FAILURE TO PAY PREVAILING WAGES .....	46

<b>TITLE 11</b>	
<b>CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME.....</b>	<b>47</b>
1101 CHANGE ORDER.....	47
1102 CITY INITIATED CHANGES.....	47
1103 CONTRACTOR CHANGE REQUEST .....	48
1104 ADJUSTMENT TO CONTRACT AMOUNT.....	51
1105 TIME EXTENSIONS .....	54
<b>TITLE 12</b>	
<b>CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES.....</b>	<b>56</b>
1201 NOTICE OF INTENT TO CLAIM .....	56
1202 SUBMITTAL OF CLAIMS .....	56
1203 WAIVER OF CLAIMS.....	58
<b>TITLE 13</b>	
<b>DISPUTES .....</b>	<b>59</b>
1301 DISPUTES .....	59
<b>TITLE 14</b>	
<b>SITE CONDITIONS.....</b>	<b>60</b>
1401 DIFFERING SITE CONDITIONS .....	60
1402 SITE INSPECTIONS AND INVESTIGATIONS .....	60
<b>TITLE 15</b>	
<b>PERFORMANCE AND PAYMENT BONDS.....</b>	<b>62</b>
1501 SURETY BONDS.....	62
1502 PERFORMANCE BOND .....	62
1503 PAYMENT BOND.....	62
<b>TITLE 16</b>	
<b>INSURANCE AND INDEMNIFICATION.....</b>	<b>63</b>
1601 INSURANCE.....	63
1602 DEFENSE AND INDEMNIFICATION.....	63
<b>TITLE 17</b>	
<b>INSPECTION AND DEFECTS.....</b>	<b>64</b>
1701 CONSTRUCTION INSPECTION BY THE CITY .....	64
1702 AUTHORITY OF INSPECTORS.....	64
1703 OBSERVABLE DEFECTS.....	64
1704 DEFECTS - UNCOVERING WORK.....	64
1705 LATENT DEFECTS.....	65
1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK.....	65
<b>TITLE 18</b>	
<b>WARRANTIES, GUARANTEES AND CORRECTIVE WORK .....</b>	<b>66</b>
1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK.....	66
1802 PERFORMANCE DURING WARRANTY PERIOD .....	67
<b>TITLE 19</b>	
<b>SUBSTANTIAL COMPLETION OF THE WORK.....</b>	<b>69</b>
1901 CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION .....	69

1902 INSPECTION AND PUNCH LIST .....	69
1903 CERTIFICATE OF SUBSTANTIAL COMPLETION .....	69
1904 RIGHT OF EARLY OCCUPANCY OR USE .....	69
<b>TITLE 20</b>	
<b>FINAL COMPLETION AND ACCEPTANCE OF THE WORK.....</b>	<b>71</b>
2001 CLEAN-UP UPON COMPLETION .....	71
2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK.....	71
2003 FINAL SETTLEMENT .....	71
<b>TITLE 21</b>	
<b>SUSPENSION OF WORK.....</b>	<b>74</b>
2101 SUSPENSION OF WORK.....	74
2102 SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE.....	74
2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY .....	75
2104 SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM .....	75
<b>TITLE 22</b>	
<b>CITY'S RIGHT TO TERMINATE THE CONTRACT.....</b>	<b>76</b>
2201 TERMINATION OF CONTRACT FOR CAUSE.....	76
2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY .....	77
<b>TITLE 23</b>	
<b>MISCELLANEOUS PROVISIONS.....</b>	<b>80</b>
2301 PARTIES TO THE CONTRACT .....	80
2302 FEDERAL AID PROVISIONS .....	80
2303 NO WAIVER OF RIGHTS.....	80
2304 NO THIRD PARTY BENEFICIARY .....	80
2305 GOVERNING LAW; VENUE .....	81
2306 ABBREVIATIONS .....	81
2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h) .....	81

**EXHIBIT B**  
**SPECIAL CONTRACT CONDITIONS**

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**SC-1 CONSTRUCTION SPECIFICATIONS**

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

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

*Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction"* (Sections 200 through 700 of the 2011 Edition).

*Transportation Standards and Details for the Engineering Division, City and County of Denver* (January, 2013)

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

*Building Code of the City and County of Denver*

*National Fire Protection Association Standards* (As referenced in the Building Code of the City and County of Denver)

*Wastewater Management Division – Detail and Technical Specifications for Storm and Sanitary Construction.*

The aforementioned documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202. *The Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, City and County of Denver*, and the *Standards and Details for the City and County of Denver* are available online at:

<http://www.denvergov.org/Portals/480/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf>

<http://www.denvergov.org/rightofwayservices/RightofWayServices/ConstructionInspection/RightofWayConstructionInspection/StandardsandDetails/TransportationStandardsandDetails/tabcid/442463/Default.aspx>

<http://www.denvergov.org/wastewatermanagement/WastewaterManagement/EngineeringandPermits/StandardsandDetails/tabcid/438018/Default.aspx>

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review as stated above, or can be viewed at the Federal Highway Administration Website at: [www.fhwa.dot.gov](http://www.fhwa.dot.gov), where you will also find purchase information.

The “*Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*” is available for review as stated above, or can be purchased from the Colorado Department of Transportation.

The *Wastewater Management Division – Detail and Technical Specifications for Storm and Sanitary Construction*, is available at Wastewater Management Division, 2000 W. 3<sup>rd</sup> Avenue, Denver, CO 80223

## **SC-2 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 206, ENGINEERING DIVISION and General Contract Condition 214, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**Denver Department of Transportation and Infrastructure / Engineering Division,**

Project Manager

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Consultant

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## **SC-3 CONTRACT AMOUNT; BID PRICE, GUARANTEED MAXIMUM PRICE**

General Condition 103, CONTRACT AMOUNT, is hereby deleted in its entirety and replaced with the following:

"Contract Amount," "Bid Price," "Bid Amount," or "Maximum Contract Amount" means the Guaranteed Maximum Price ("GMP") under the Contract.

In the General Conditions, the phrases "provided to the City at no cost," "at no cost to the City," "cost . . . shall be borne by the Contractor," "costs shall be reimbursed by the Contractor," "at the expense of the Contractor," "Contractor shall bear any and all costs," and "Contractor shall bear any and all additional costs," mean that the costs in question are to be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. Also, whenever a General Condition states that the Contractor shall be required to take any action, or responsible for any action or thing, it means that such requirements and responsibilities are included as a Cost of the Work without any increase to the Guaranteed Maximum Price, unless there is a specific statement to the contrary as to any such requirement or responsibility.

#### **SC-4 TIME OF BIDDING; TIME OF CONTRACTING**

In the General Conditions, the words "time of bidding," "bidding," and the like, shall mean the time when the Contract is signed.

#### **SC-5 CONTRACT DOCUMENTS**

General Condition 104 CONTRACT DOCUMENTS is hereby deleted in its entirety and replaced with the following:

"The Contract Documents" consist of the documents which are listed in the Contract Form."

#### **SC-6 CONTRACT TIME**

General Condition 105 CONTRACT TIME is hereby deleted in its entirety and replaced with the following:

"Contract Time" is the time specified in the Contract within which the Contractor is required to substantially complete the Work. Substantial Completion shall occur prior to Final Completion. The Contract Documents may require completion on or before a certain specified date.

#### **SC-7 DEPUTY MANAGER/CITY ENGINEER**

General condition 109 DEPUTY MANAGER is hereby deleted in its entirety and replaced with the following:

The "Deputy Manager" means the official who reports directly to the Manager and exercises supervisory responsibility in the City agency defined in Title 2 herein that is responsible for the Project. The Manager hereby designates the City Engineer as the Deputy Manager for purposes of this Contract. The City Engineer shall have responsibility for this Project and shall undertake all duties, responsibilities, rights and authority, including specific actions and decisions, delegated to the Deputy Manager under the various terms and conditions of this Contract.

#### **SC-8 SUBCONTRACTOR**

General Condition 118, SUBCONTRACTOR, is hereby amended by adding a new final sentence to read as follows:

"Subcontractor" may also mean the Contractor pursuant to a subcontract for lump-sum self-performed work, as authorized in the Contract Form.

#### **SC-9 WORK**

General Condition 121 WORK is hereby deleted in its entirety and replaced with the following:

The terms "Scope of Work" or "Work" as used herein shall mean all Preconstruction and Construction Phase services required by or inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, management, administration, supervision, materials, supplies, manufactured components, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

## **SC-10 WORKING HOURS AND SCHEDULE**

General Condition 306 WORKING HOURS AND SCHEDULE is hereby deleted in its entirety and replaced with the following:

1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the Special Conditions, except for such work as may be necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result. The Contractor shall comply with Denver's noise control ordinance during all working hours.
- 2.. If the Contractor believes it may be necessary to work on Saturdays, Sundays, holidays, city furlough days, or at night, the Contractor shall make prior arrangements with the Project Manager and receive written approval at least twenty-four (24) hours before such work period so that proper inspection and engineering services can be provided. Such approval may be revoked by the Project Manager if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the Work. If Work is done outside of approved working hours, and the Project Manager has not assigned inspectors to the Work, the Work performed during those periods of time may be declared defective solely on the grounds that it was not properly inspected.
3. The Contractor shall schedule and coordinate the performance of all of its Subcontractors and Suppliers, including their use of the Work site. The Contractor shall keep the Subcontractors and Suppliers informed of the Project construction schedule to enable the Subcontractors and Suppliers to plan and perform their work properly.
4. The Contractor shall submit, with the GMP Proposal, a construction schedule which shall provide for the expeditious and practicable execution of the Work. Such construction schedule shall be in a Critical Path Method (CPM) format or such other format approved by the Project Manager. This Schedule shall be considered, upon City acceptance, the baseline schedule for the Project. A Critical Path Method schedule shall be required in any event for any Contractor Change Request pursuant to G.C. 1103.4 and any resulting claim. The receipt of the schedule by the Project Manager shall in no way constitute acceptance of the Contractor's anticipated schedule of construction activities. The schedule will be reviewed for comment by the Project Manager. The Project Manager's review and comment on the schedule shall not constitute approval or acceptance thereof by the City.
5. The Critical Path Method schedule shall provide reasonable detail as described in the Technical Specifications and shall include a time scaled network and computer printout. Additionally, float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activities in the schedule. Float or slack is not time for the exclusive use or benefit of either the Contractor or the City.

6. The Contractor shall, once a month, submit a progress report and an updated schedule in a form acceptable to the Project Manager.

## **SC-11 SUBCONTRACTOR ACCEPTANCE**

General Condition 502, SUBCONTRACTOR ACCEPTANCE, is hereby deleted in its entirety and replaced by the following:

1. Except as provided in the City's Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), or Minority and Women Business Enterprise (M/WBE) contracting requirements, the City recognizes that prior to bidding, the bidder may not have been able to negotiate for all portions of the Work which the bidder proposes to subcontract. The City will, therefore, permit the successful bidder to propose additional Subcontractor(s) at any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such SBE, DBE, or M/WBE requirements are adhered to, including, if applicable, the Contractor's SBE or M/WBE Utilization Plan. If the proposed Subcontractor(s) are acceptable and the City, by letter to the Contractor, approves of the Subcontractor(s), the Contractor may enter into agreements with these parties. If any proposed Subcontractor(s) are not acceptable to the City, the Contractor must submit for City approval the names of substitute Subcontractors.
2. Each Subcontractor which the Contractor expects to perform Work must be accepted in writing by the Project Manager before the Subcontractor begins work. The acceptance or rejection of any proposed Subcontractor shall be at the Project Manager's sole discretion. The reasons the Project Manager may use for not accepting a Subcontractor include, but are not limited to, the following:
  - A. Default on a contract within the last five (5) years.
  - B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
  - C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
  - D. Significant or repeated violations of Federal Safety Regulations (OSHA).
  - E. Failure to have the specific qualifications listed in the Contract Documents for the work that the Subcontractor will perform.
  - F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
  - G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
  - H. Conviction, plea of *nolo contendere*, entry into a formal agreement admitting guilt or entry of a plea of guilty or otherwise admitting culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering,

extortion or any offense of a similar nature in connection with Subcontractor's business, on the part of Subcontractor's principal owners, officers, or employees, within the last five (5) years.

- I. Failure to pay taxes or fees to the City.
- J. Evidence that the Subcontractor was selected by the Contractor through the process of bid shopping, dishonesty or buyout.
3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.
4. This Title 5 does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any Subcontractor. The acceptance or rejection of a proposed Subcontractor shall not create in that Subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the work of any Subcontractor.

## **SC-12 PAYMENT PROCEDURE**

Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be:

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
DOTI	Matt Young	303-726-6810

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

1. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

Title 20, 2003 Final Settlement, section .2, item F is modified to read as follows:

F. At time of request for final payment, Contractor shall submit a complete and final, unconditional waiver or release of any and all lien and claim rights for all labor, equipment, and material used or furnished to complete the Work. Contractor shall also return an executed Certificate of Contract Release (below), upon request from the City.

### **SC-13 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS**

Special Condition 903, SCHEDULE OF VALUES FOR LUMP SUM CONTRACTS, is hereby deleted in its entirety and replaced by the following:

1. The Contractor shall furnish to the Project Manager, for review and approval, a Schedule of Values for lump sum subcontracts, in such detail as the Project Manager shall request, no later than thirty (30) Days prior to the issuance of the first pay application. The Schedule of Values shall show the amount included for each principal category of work and shall be in proper balance. No pay application shall be submitted until the submitted Schedule of Values is approved in writing by the Project Manager.
2. Should the City issue a Change Order that decreases or increases the Contract Amount, the Schedule of Values shall be modified to reflect the amount of such decrease or increase and resubmitted to the Project Manager at least fifteen (15) Days prior to the pay application reflecting such increase or decrease.

### **SC-14 APPLICATIONS FOR PAYMENT**

General Condition 906, APPLICATIONS FOR PAYMENT, is hereby deleted in its entirety and replaced by the following:

1. Each complete application shall contain a list of Subcontractor and material invoices. If requested by the City, the Contractor will furnish the City with invoices shown on the lists which accompany any application for payment.
2. Application for payment shall be based on approved Cost of the Work items incurred, completed and/or certified by the Contractor. The application shall specify the Cost of the Work so certified as having been incurred by the Contractor for Work performed during the preceding period. The Contractor's Fee shall be paid based on the actual Cost of Work items incurred. Each application for payment shall also be accompanied by a written schedule of values which sets out the Cost of the Work for the Project together with the Contractor's accounting of the percentage of completion of each line item of Cost of the Work of which the City is liable to pay the Contractor.
3. The Contractor shall certify in writing with each application for payment that to its knowledge the Project will be completed at a cost within the Guaranteed Maximum Price, as modified by change orders, and shall identify with reasonable particularity any circumstances which could result in the total cost to the Contractor (including Fee) in completing the Project exceeding the Guaranteed Maximum Price.
4. Reserved

5. Each application for payment for materials or equipment stored on or off the Project site shall be accompanied by bills of sale to establish the City's title to such material or equipment free and clear of liens and encumbrances; evidence of property insurance covering such materials or equipment; evidence, as to material and equipment stored off the Project site, that the same have been properly labeled as the City's property and segregated from the vendor's other inventory; and, if required by the City, contracts and financing statements sufficient to create a security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.
6. Each progress payment application shall show each Subcontractor or Supplier participating in the Work completed during the previous progress period and the dollar amount of such participation. The Contractor will assure that the Subcontractors and/or Suppliers are filing for and are being paid for only the value of materials and services delivered and performed upon or incurred for the Project and that the Subcontractors and/or Suppliers are not over-billing for the effort performed. The Contractor shall, prior to or with the submission of each application for payment, furnish to the City proper evidence accounting for the distribution to Subcontractors and/or Suppliers of funds received under prior applications together with proper releases and waiver, in form and content acceptable to the City, obtained in connection therewith.
7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.
8. Each application for payment shall be signed. Such signed application for payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the payment application has been properly incurred, is a proper charge and has not been the basis of any previous application (except as otherwise noted); that the money received as a result of the application will be used to discharge the Contractor's obligations under the Contract; and that the Contractor is entitled to payment in the amount requested. The Project Manager or the Design Consultant, as appropriate, must also verify and certify the estimate of Work completed prior to any acceptance by the City.
9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.

10. The Contractor shall not include in its application for payment any billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.
11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.
12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.
13. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

#### **SC-15 DISCOUNTS, REBATES AND REFUNDS**

Cash discounts obtained on payments made by the Contractor shall accrue to the City if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefore from the City, or (2) the City has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they can be secured. Amounts which accrue to the City herein shall be credited to the City as a deduction from the Cost of the Work.

#### **SC-16 ADJUSTMENT OF CONTRACT AMOUNT**

General Condition 1104, ADJUSTMENT TO CONTRACT AMOUNT, is hereby deleted in its entirety and replaced by the following:

1. Contract Amount Adjustments. All adjustments to the Contract Amount shall be determined by using one or more of the following methods:
  - A. A negotiated lump sum. If requested by the City, the Contractor shall promptly provide itemized and sufficient substantiating data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require the Contractor to produce in order to permit the City to evaluate any lump sum Contractor Change Request. In pricing such proposals, the Contractor shall include estimates of the type of costs described in G.C. 1104.2.
  - B. Unit prices (as stated in the Contract Documents or subsequently agreed upon) multiplied by final verified quantities of work performed;
  - C. Costs as determined in a manner previously agreed upon by the parties, which include markups, that do not exceed those set forth in G.C. 1104.2 below; or

D. Time and Material costs as determined in the manner described in G.C. 1104.2, Calculation of the Contract Adjustment. These amounts may be reduced where necessary to take into account the cost of Base Contract Work, Work included in approved Change Orders, Work described in other Field Order/Change Directives, idle time for workers and/or equipment when Work could have been performed in other locations or when the number of workers or amount of equipment provided exceeded the number or amount required to perform the Work, unsatisfactory Work, or Work which may be or was performed concurrently with the changed Work and which cannot be easily segregated from the changed Work .

2. Calculation of the Contract Adjustment. In no event shall the charge or credit to the City associated with any change exceed the sum of the following:

A. Direct Labor The actual net, direct increase or decrease in the cost of the Contractor's labor. Such cost shall include only the cost associated with the workers who actually perform the changed Work. The cost of supervision, management and field or office overhead shall not be included or calculated as a direct labor cost. For shop work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.

B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, ie social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.

C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.

D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):

(1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information

necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.

- (2) Rental equipment costs shall be determined using actual invoiced rates, less all discounts for basic equipment rental.
- (3) Mobilization/demobilization costs will be paid if the equipment is mobilized exclusively for Work described in a Change Order. If the equipment is also used on Base Contract Work, no mobilization or demobilization cost will be paid. Mobilization/demobilization costs will be based on using the least expensive means to mobilize or demobilize Equipment shall be obtained from the nearest available source. When the least expensive methods are used, the costs shown in the actual invoice will be the basis for pricing.

**E. Mark Up For Overhead and Profit.**

- (1) The Contractor's Fee on the calculated change of Cost of Work shall be the only amount added to such calculated cost of Work to as markup and profit to the Contractor, including any fee on applicable Work self-performed by the Contractor.
- (2) A Subcontractor of any tier who actually performs the Work shall be entitled to a markup of twelve percent (12%) on the actual costs for items A through D in GC 1104.2 above. Bonds and insurance are compensated at direct cost without markup.
- (3) A supervising Subcontractor (if any) shall be entitled to a three percent (3%) markup on the actual price charged to the Subcontractor by a Subcontractor of lower tier.
- (4) All of the Contractor's and Subcontractor's field and office overhead and supervision costs are included in the Fee and markups listed above.
- (5) Neither the Contractor nor Subcontractor of any tier, nor the City in the case of a credit, will apply or attempt to apply these percentage adjustments in a way which would pyramid either the cost or credit because of the involvement of a Subcontractor or sub-subcontractor. Written justification and approval shall be required for any percentages exceeding a total of fifteen percent (15%).

**F. Bonds, Insurance, Permits and Taxes.** The actual increases or decreases in the cost of premiums for bonds and insurance, permit fees, and sales, use or similar taxes related to the Work. The Contractor shall not be entitled to a Fee for any such costs.

3. **Totals as Equitable Adjustment.** The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.
4. **No Equitable Adjustment for Obstruction by Contractor.** No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.
5. **Calculation of Certain Equitable Adjustments.**
  - A. In case of delay in completion of the entire Contract due to drawings, designs or specifications which are defective and for which the City is responsible, the equitable adjustment for delays or costs incurred prior to notification to the City of such defect shall only include the extra cost and time reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.
  - B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim.
6. **Price Reductions for Defective Cost or Pricing Data.** If it is later determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any Subcontractor or Supplier or that lower prices were reasonably available, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.
7. **Variation in Quantity of Unit Priced Items.** Where the quantity of a unit-priced item in the Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty-five percent (25%) above or below the estimated quantity, and where this difference changes the total original Contract value by more than five percent (5%), an equitable adjustment in the Contract Amount may be made by Change Order. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completing the Work, the Contractor may request, in writing, an extension of time in accordance with GC 1105.
8. **Disposition of Excess or Obsolete Property.** When the cost of materials, supplies, equipment or other personal property made obsolete or excess as a result of a delay is included in the equitable adjustment, the Project Manager shall have the right to prescribe the manner of disposition of such property.

## **SC-17 SURETY BONDS**

General Condition 1501, SURETY BONDS, is hereby deleted in its entirety and replaced by the following:

1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Manager and the City Attorney.
2. Before the Contract is executed, the Contractor shall have furnished such surety bonds and appropriate Powers of Attorney as a guarantee of the faithful performance of the Contract and the payment of bills for labor and materials.
3. The Manager may direct, at his sole discretion, that the required payment and performance bonds be combined in a format approved by the City Attorney.
4. The Contractor shall provide a Consent of Surety for any duly executed Change Order that increases the Contract Amount, thereby increasing the penal sum of the bonds.
5. The form of the Performance and Payment Bond to be used by the Contractor is included in the Contract Documents.

## **SC-18 CONSTRUCTION INSPECTION BY THE CITY**

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

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

2. The Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than two (2) working days after the occurrence.
3. When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

#### **SC-19 AUTHORITY OF INSPECTORS**

General Condition 1702, AUTHORITY OF INSPECTORS, is hereby deleted in its entirety and replaced by the following:

Inspectors assigned to the Work by the Project Manager are authorized to reject any Work, any materials, or any component of the Work which is not as required or specified in the Contract Documents. Such rejection will be confirmed by the Project Manager in writing to the Contractor. Inspections may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to alter or waive the provisions of the Contract Documents, nor is the inspector authorized to issue instructions contrary to the provisions of the Contract Documents or to act as foreman for the Contractor.

#### **SC-20 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY**

General Condition 2202, TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY, is hereby deleted in its entirety and replaced by the following:

1. The performance of Work under the Contract may be terminated without cause by the City in whole or in part whenever the Manager, in his sole discretion, shall determine that such termination is in the best interest and convenience of the City or whenever the City is prohibited from completing the Work for any reason. Such termination shall be effected by giving not less than three (3) Days' written notice to the Contractor specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective.
2. Upon receipt of such notice of termination, the Contractor shall:
  - A. Stop work as specified in the notice;
  - B. Terminate all orders and subcontracts except as necessary to complete Work which is not terminated;
  - C. If directed in writing by the Manager to do so, assign all right, title, and interest in subcontracts and materials in progress, in which case the City will have the right, in its discretion, to settle or pay any or all Claims arising out of the termination of such subcontracts;

- D. Settle outstanding liabilities and claims with the approval of the Manager;
- E. Complete performance of such part of the Work as has not been terminated; and
- F. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to the Contract.

3. Except as provided herein, any inventory resulting from the termination of the Contract may, with written approval of the Manager, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the City.

4. Upon receipt of notice of such termination, the Contractor shall submit to the Project Manager a request for final payment, in a form and with certification prescribed by the City. Such request shall be submitted promptly but in no event later than sixty (60) Days from the effective date of termination, unless extended in writing by the Project Manager upon the written request of the Contractor within such sixty (60) Day period.

5. The final payment to the Contractor after a termination for convenience shall be calculated by adding the following amounts:

- (1) Any actual costs incurred by the Contractor since the last approved pay request that are reimbursable as a Cost of the Work plus the proportionate Fee on such costs;
- (2) The actual costs incurred by the Contractor for terminating the Work and for protecting the Work in the manner, if any, directed by the City, plus the proportionate Fee on such costs; and
- (3) The amount of retainage withheld by the City to date.

6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.

7. The Manager may, from time to time, under such terms and conditions as the Manager may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.

8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion

of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.

9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the Contract under this G.C. 2202. The Contractor shall, as requested by the City, furnish clear copies of any such materials.
10. In the event the parties fail to agree in whole or in part on the amount or amounts to be paid to the Contractor in connection with the termination of work pursuant to this G.C. 2202, the Contractor may appeal the Project Manager's determination as to the amount owed in accordance with Title 13, except that, if the Contractor has failed to submit its request for payment within the time provided above and has failed to request an extension of such time, it shall have no such right of appeal.

## **SC-21 SUBCONTRACTS**

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

## **SC-22 RESERVED**

## **SC-23 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

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

## **SC-24 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS**

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

## **SC-25 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.**

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

## **SC-26 DEBARRED SUBCONTRACTORS PROHIBITED**

The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.

## **SC-27 ATTORNEY'S FEES**

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

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

## **SC-28 INSURANCE**

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

**Insurance Requirements:** The insurance requirements for the Project, including participation in the CCD Rolling Owner Controlled Insurance Program (“**Insurance Requirements**”), are attached as **Exhibit S**. The ROCIP Insurance Manual for the Project is attached as **Exhibit T**. The ROCIP Safety Manual for the Project is attached as **Exhibit U**. The Contractor shall secure, at or before the time of execution of this Construction Contract, all insurance required by the Insurance Requirements and to comply with all requirements of the ROCIP Insurance Manual and the ROCIP Safety Manual.

**EXHIBIT C**

**Minority/Women Owned Business Enterprise Program Equity,  
Diversity, and Inclusion Plan**

**[Incorporated by Reference]**

## **EXHIBIT D**

### **Workforce Requirements**

#### **Compliance with Workforce Requirements.**

1. The City is committed to increasing the availability of a skilled construction workforce by increasing the availability of apprenticeships and other approved training programs and requiring the utilization of workers living in economically disadvantaged areas and workers experiencing economic disadvantage on large city construction projects.
2. In furtherance of these commitments, the City adopted Article XI, of Chapter 28 D.R.M.C., the “Workforce Ordinance.” Contractor shall comply with the requirements of the Workforce Ordinance, rules and regulations promulgated by the Denver Construction Careers Program (DCCP) of the Denver Economic Development and Opportunity agency (“DEDO”) and Contractor’s approved Workforce Plan (collectively “Workforce Requirements”).
3. The vertical construction apprentice utilization requirements of Section 28-325 of the Workforce Ordinance apply to this agreement. Contractor must also comply with the target hire and additional requirements of the Workforce Ordinance.
4. All costs arising out of or related to compliance with Workforce Requirements are included in Contractor’s GMP. Contractor is not entitled to additional compensation, change order or Owner’s contingency for any costs associated with Workforce Requirements or compliance.
5. Contractor shall submit a proposed Workforce Plan to the DCCP that meets or exceeds the requirements of the Workforce Ordinance and implementing rules and regulations as soon as reasonably feasible. A final Workforce Plan, approved by the DCCP must be in place no later than 60 days after issuance of a notice to proceed with construction. Contractor is responsible for submitting its proposed plan and addressing DCCP concerns sufficiently in advance of this deadline to avoid project delay. The City is not responsible for any additional costs resulting from Contractor’s failure to meet workforce deadlines.

**EXHIBIT E**  
**Preconstruction Services Agreement**  
**[Incorporated by Reference]**

**EXHIBIT F**  
**Equal Employment Opportunity Provisions**

**RULES AND REGULATIONS**  
**REGARDING**  
**EQUAL EMPLOYMENT OPPORTUNITY**

Promulgated and adopted by the Manager of the Department of Transportation and Infrastructure (DOTI) 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 DOTI 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.

## **RULE II - *NOTICE OF HEARING***

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 Transportation and Infrastructure, City and County of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

**[END OF PAGE]**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**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.

**[END OF PAGE]**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**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 Transportation and Infrastructure (DOTI).

**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 the Department of  
Transportation and Infrastructure,  
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 MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE
From January 1, 1982 to Until Further Notice	From January 1, 1982 to Until Further Notice
<b>21.7% - 23.5%</b>	<b>6.9%</b>

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 DOTI, 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 DOTI 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 DOTI 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.
4. 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 DOTI, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

**[END OF PAGE]**

EXHIBIT G  
PREVAILING WAGE SCHEDULES  
(2024)

# City and County of Denver



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202  
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** February 26, 2024  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Friday, February 23, 2024**, 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. CO20230020  
Superseded General Decision No. CO20240020  
Modification No. 1  
Publication Date: 2/23/2024  
(9 pages)

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

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.**

"General Decision Number: CO20240020 02/23/2024

Superseded General Decision Number: CO20230020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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| If the contract is entered | . Executive Order 14026  
|  
| into on or after January 30, | generally applies to the  
|  
| 2022, or the contract is | contract.  
|  
| renewed or extended (e.g., an | . The contractor must pay  
|  
| option is exercised) on or | all covered workers at  
|  
| after January 30, 2022: | least \$17.20 per hour (or  
|  
| | the applicable wage rate  
|  
| | listed on this wage  
|

| determination, if it is  
| higher) for all hours  
| spent performing on the  
| contract in 2024.

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| If the contract was awarded on | . Executive Order 13658  
| or between January 1, 2015 and | generally applies to the  
| January 29, 2022, and the | contract.  
| contract is not renewed or | . The contractor must pay  
all | covered workers at least  
| extended on or after January | \$12.90 per hour (or the  
| 30, 2022: | applicable wage rate  
| listed | on this wage  
| determination, | if it is higher) for all  
| | hours spent performing on  
| | that contract in 2024.

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The applicable Executive Order minimum wage rate will be  
adjusted annually. If this contract is covered by one of  
the  
Executive Orders and a classification considered necessary  
for  
performance of work on the contract does not appear on this  
wage determination, the contractor must still submit a  
conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024

\* ASBE0028-002 01/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	16.47
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CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59
-----	-----	-----

CARP1607-001 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.19	16.74
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ELEC0068-012 06/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 43.20	18.38
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\* ELEV0025-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.20	37.89

## FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

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

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ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

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-----  
IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 55.25	3.65

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-----  
IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 55.25	3.65

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-----  
PAIN0079-006 08/01/2022

Rates Fringes

PAINTER (Brush, Roller and  
Spray; Excludes Drywall  
Finishing/Taping) ..... \$ 25.11 10.95

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PAIN0079-007 08/01/2022

Rates Fringes

DRYWALL FINISHER/TAPER ..... \$ 25.81 10.95

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PAIN0419-001 06/01/2022

Rates Fringes

SOFT FLOOR LAYER (Vinyl and  
Carpet) ..... \$ 18.25 14.33

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PAIN0930-002 07/01/2023

Rates Fringes

GLAZIER ..... \$ 33.51 12.65

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PLUM0003-009 06/01/2023

Rates Fringes

PLUMBER (Excludes HVAC Duct,  
Pipe and Unit Installation) ..... \$ 42.98 19.77

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PLUM0208-008 06/01/2023

Rates Fringes

PIPEFITTER (Includes HVAC  
Pipe and Unit Installation;  
Excludes HVAC Duct  
Installation) ..... \$ 41.50 21.90

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\* SFC00669-002 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers) .....	\$ 43.41	26.98
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SHEE0009-004 07/01/2023		

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation) .....	\$ 38.47	20.83
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* SUCO2013-006 07/31/2015		

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only) .....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only) .....	\$ 18.29	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03

LABORER: Common or General.....\$ 14.49 **	5.22
LABORER: Mason Tender - Brick....\$ 18.29 **	0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 18.29 **	0.00
LABORER: Pipelayer.....\$ 16.96 **	3.68
OPERATOR:	
Backhoe/Excavator/Trackhoe.....\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 19.10	3.89
OPERATOR: Grader/Blade.....\$ 21.50	0.00
ROOFER.....\$ 16.56 **	0.00
TRUCK DRIVER: Dump Truck.....\$ 18.29	0.00
WATERPROOFER.....\$ 18.29 **	0.00

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

**Office of Prevailing Wage**  
**Administrator Supplemental Rates**  
**(Specific to the Denver projects)**  
**Revision Date: 01-01-2024**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$55.25	\$3.65
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$18.29	\$0.00

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.

# City and County of Denver



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

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(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** January 8, 2024  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, January 9, 2024**, and applies to the City and County of Denver for **HEAVY 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. CO 20240002  
Superseded General Decision No. CO 20230002  
Modification No. 0  
Publication Date: 1/9/2024  
(9 pages)

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

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.**

State: Colorado

Construction Type: Heavy

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

#### HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658 or Denver Minimum Wage for 2024, whichever is higher.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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| If the contract is entered | . Executive Order 14026  
|  
| into on or after January 30, | generally applies to the  
|  
| 2022, or the contract is | contract.  
|  
| renewed or extended (e.g., an | . The contractor must pay  
|  
| option is exercised) on or | all covered workers at  
|  
| after January 30, 2022: | least \$17.20 per hour (or  
|  
| | the applicable wage rate  
|  
| | listed on this wage  
|  
| | determination, if it is  
|

| higher) for all hours  
| spent performing on the  
| contract in 2024.  
|  
|  
| If the contract was awarded on . Executive Order 13658  
| or between January 1, 2015 and generally applies to the  
| January 29, 2022, and the contract.  
| contract is not renewed or . The contractor must pay  
all| extended on or after January | covered workers at least  
| 30, 2022: | \$12.90 per hour (or the  
| | applicable wage rate  
| listed| on this wage  
| determination, | if it is higher) for all  
| | hours spent performing on  
| | that contract in 2024.  
| |

Modification Number 0 Publication Date 01/05/2024

ASBE0028-001 03/01/2022

### Rates Fringes

Asbestos Workers/Insulator  
(Includes application of)

all insulating materials,  
protective coverings,  
coatings and finishings to  
all types of mechanical  
systems) ..... \$ 32.98 15.47

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BRCO0007-004 01/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	10.86

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BRCO0007-006 05/01/2023

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.89	13.70

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ELEC0012-011 09/01/2023

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.90	14.96

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ELEC0068-001 06/01/2023

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

Rates	Fringes
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ELECTRICIAN.....	\$ 43.20	18.38
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ELEC0111-001 09/01/2023

Rates	Fringes
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Line Construction:

Groundman.....	\$ 24.61	21.25%+7.40
Line Equipment Operator.....	\$ 39.77	21.25%+7.40
Lineman and Welder.....	\$ 55.22	24.25%+7.40

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ELEC0111-007 06/01/2019

MESA COUNTY

Rates	Fringes
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ELECTRICIAN.....	\$ 25.20	10.06
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ELEC0113-002 06/01/2023

EL PASO COUNTY

Rates	Fringes
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ELECTRICIAN.....	\$ 35.70	17.52
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ENGI0009-001 05/01/2023

Rates	Fringes
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Power equipment operators:

Blade: Finish.....	\$ 34.58	14.25
Blade: Rough.....	\$ 34.05	14.25
Bulldozer.....	\$ 34.05	14.25
Cranes: 50 tons and under..	\$ 34.77	14.25
Cranes: 51 to 90 tons.....	\$ 35.07	14.25
Cranes: 91 to 140 tons.....	\$ 36.27	14.25
Cranes: 141 tons and over....	\$ 38.63	14.25
Forklift.....	\$ 33.62	14.25

Mechanic.....	\$ 34.58	14.25
Oiler.....	\$ 33.19	14.25
Scraper: Single bowl		
under 40 cubic yards.....	\$ 34.21	14.25
Scraper: Single bowl, including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 34.41	14.25
Trackhoe.....	\$ 34.21	14.25

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IRON0024-003 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	22.84
Structural		

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-----  
LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

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-----  
PLUM0003-005 06/01/2023

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

	Rates	Fringes
PLUMBER.....	\$ 48.23	19.77

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PLUM0058-002 07/01/2023

EL PASO COUNTY

	Rates	Fringes
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Plumbers and Pipefitters.....\$ 43.90 16.83

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PLUM0058-008 07/01/2023

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....\$ 43.90		16.83

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PLUM0145-002 07/01/2023

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....\$ 37.57		14.93

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PLUM0208-004 06/02/2023

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

	Rates	Fringes
PIPEFITTER.....\$ 44.56		19.72

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SHEE0009-002 07/01/2023

	Rates	Fringes
Sheet metal worker.....\$ 38.47		20.83

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TEAM0455-002 07/01/2023

	Rates	Fringes
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Truck drivers:

Pickup.....	\$ 25.46	4.77
Tandem/Semi and Water.....	\$ 26.09	4.77

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-----  
SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 18.29	
<b>Carpenters:</b>		
Form Building and Setting....	\$ 18.97 **	2.74
All Other Work.....	\$ 16.14 **	3.37
Cement Mason/Concrete Finisher....	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
<b>Laborers:</b>		
Common.....	\$ 16.22 **	2.92
Flagger.....	\$ 14.91 **	3.80
Landscape.....	\$ 15.56 **	3.21
<b>Painters:</b>		
Brush, Roller & Spray.....	\$ 15.81 **	3.26
<b>Power equipment operators:</b>		
Backhoe.....	\$ 16.36 **	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37 **	4.41

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

**Office of the Prevailing Wage  
Administrator for Supplemental Rates  
(Specific to Denver projects)  
Revision Date 01-01-2024**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.29	\$2.92
Laborer (Flagger)		\$18.29	\$3.80
Laborer (Landscape)		\$18.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

Bond No. 30219768

## EXHIBIT H

### CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

#### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned FCI CONSTRUCTORS, INC., 4015 Coriolis Way, Frederick, CO 80504, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Western Surety Company, a corporation organized and existing under and by virtue of the laws of the State of South Dakota, 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 Nineteen Million Five Hundred Fifty-Eight Thousand Three Hundred Sixty-Four Dollars and No Cents (\$19,558,364.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

#### THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202473833 – CM/GC Swansea Recreation Center Indoor Pool Construction**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

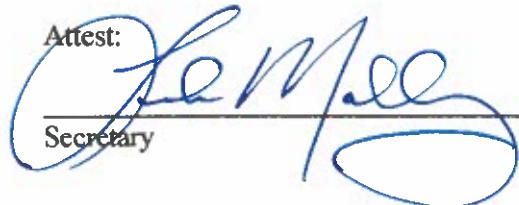
PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement)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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Attest:  
  
Secretary

**FCI Constructors, Inc.**  
Contractor  
By:   
President

**Western Surety Company**  
Surety  
By:   
Attorney-In-Fact Kristin L. Salazar


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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Kristin L. Salazar, Individually

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

### - In Unlimited Amounts -

**Surety Bond No:** 30219768  
**Principal:** FCI Constructors, Inc.  
**Obligee:** City and County of Denver

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota      }      ss  
 County of Minnehaha

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



UNDERSTAND. SERVICE. INNOVATE.

**Performance and Payment Bond  
Surety Authorization**

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

**RE: FCI Constructors Inc.  
Contract No.: 202473833  
Project Name: CM/GC Swansea Recreation Center Indoor Pool Construction  
Contract Amount: \$19,558,364.00  
Performance and Payment Bond No: 30219768**

**Dear Assistant City Attorney,**

The Performance and Payment Bonds covering the above captioned project were executed by this agency, Western Surety Company, (Insurance Company), on May 28<sup>th</sup>, 2024.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-831-5146.

**Sincerely,**

  
Kristin L. Salazar

Western Surety Company, Attorney-in-Fact  
USI, Account Manager



**EXHIBIT I**  
**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**  
**FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT (SAMPLE)**  
**(PRIME CONTRACTOR)**

---

(PROJECT NO. and NAME)

Date: \_\_\_\_\_, 20\_\_\_\_.

---

(NAME OF OWNER)

Contract #:\_\_\_\_\_.

---

(NAME OF PRIME CONTRACTOR)

Contract Value: \$\_\_\_\_\_.

Current Progress Payment: \$\_\_\_\_\_.

Date: \_\_\_\_\_.

Total Paid to Date: \$\_\_\_\_\_.

Date of Last Work: \_\_\_\_\_.

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

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

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

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

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

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

---

(Name of Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT J**  
**Notice to Proceed Form**



**NOTICE TO PROCEED (SAMPLE)**

Current Date

Name

Company

Street

City/State/Zip

**CONTRACT NO. «CONTRACT NO», «PROJECT NAME»**

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on \_\_\_\_\_ with the work of constructing contract number «Contract No», as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of «Period\_of\_Performance» 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 323.5, to the Project Manager as soon as possible. Failure to submit these certificates will delay processing of payment applications.

Sincerely,

---

\_\_\_\_\_  
City Engineer

cc:

## EXHIBIT K

## Contractor's Certification of Payment Form

 <b>DENVER</b> <small>THE MILE HIGH CITY</small>			City and County of Denver							
			Contractor's/Consultant's Certification of Payment (CCP)							
Prime Contractor or Consultant:			Phone:	Project Manager:						
Pay Application #:			Pay Period:	Amount Requested:						
Contract #:			Project Name:							
Current Completion Date:			Percent Complete:	Prepared By:						
Original Contract Amount:			Current Contract Amount:							
Prime/Subcontractor/Supplier Name	Contracted to:	MWIS/ DBE/ NON	A Original Contract Amount	B Current Contract Amount including Amendments	C Requested Amount of this Pay Application	D Amount Paid on the Previous Pay Application #	E Net Paid To Date	F Paid % Achieved (GII)		
General Contractor	City of Denver	MBE								
Self Performed	n/a									
Subcontracted	n/a									
Sub1 - 1st Tier	General Contractor									
Sub2 - 1st Tier	General Contractor									
Self Performed	n/a									
Sub 1 - 2nd Tier	Sub 2 - 1st Tier									
Sub 3 - 1st Tier	General Contractor									
Self Performed	n/a									
Sub 2 - 2nd Tier	Sub 3 - 1st Tier									
Self Performed	n/a									
Sub 1 - 3rd Tier	Sub 2 - 2nd Tier									
<b>Totals</b>		<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>0%</b>
The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.										
Prepared By (Signature):			Date:							



**Instructions for Completing  
the  
Contractor/Consultant  
Certification of Payment  
Form**

Office of Economic Development  
Division of Small Business Opportunity  
Compliance Unit  
201 W. Colfax Ave. Dept. 907  
Denver, CO 80202  
Phone: 720-913-1999  
[DSBO@denvergov.org](mailto:DSBO@denvergov.org)

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

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract. Please complete an additional CCP if there is second tier-ing involved.

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT L**  
**Final Receipt Form - Certificate of Final Release**



**CERTIFICATE OF CONTRACT RELEASE (SAMPLE)**  
**«Contract No» - «Project Name»**

Current Date

Name

Street Address

City, State, Zip

Upon receipt of the below stated amount from the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract, \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract; said cash also covering and including full payment for the cost of all work, extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County of Denver from any and all claims or demands whatsoever, regardless of how denominated, growing out of said contract.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work effort on the above referenced Project have been duly paid in full. The undersigned further agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

And these presents are to certify that all persons performing work upon or furnishing materials for said improvements under the foregoing contract have been paid in full and this payment to be made as described herein is the last or final payment.

---

Contractor's Signature

Date Signed

If there are any questions, please contact me by telephone at (###) ###-####. Please return this document to me via email at [doti.procurement@denvergov.org](mailto:doti.procurement@denvergov.org).

Sincerely,

Contract Administration

City and County of Denver Department of Transportation & Infrastructure  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)

311 | [POCKETGOV.COM](http://POCKETGOV.COM) | [DENVERGOV.ORG](http://DENVERGOV.ORG) | DENVER 8 TV

**EXHIBIT M**

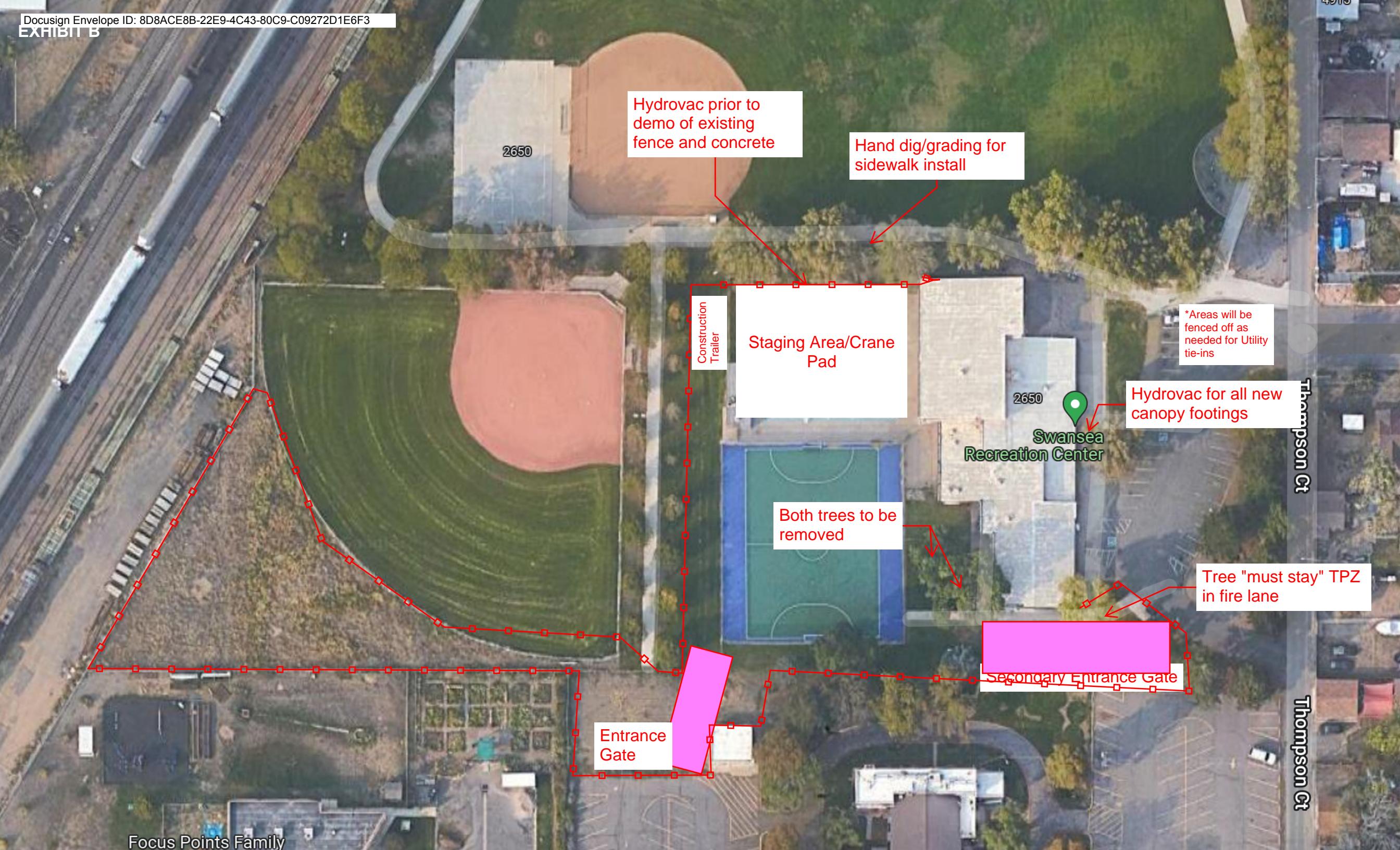
**Technical Specifications**

**[Incorporated By Reference]**

**EXHIBIT N**

**Contract Drawings**

**[Incorporated By Reference]**



## EXHIBIT O

Job#:	FCI Constructors		STANDARD RENTAL RATES USE D-DAY W-WEEK M-MONTH APPLICABLE TO FCI OWNED EQUIPMENT ONLY								
Job Name:	Month:	Period (D,W,M)	DAILY RATE	WEEKLY RATE	MONTHLY RATE	QTY	CODE	DATE IN	DATE OUT	RATE	COST
<b>EQUIPMENT</b>											
<b>CONCRETE</b>											
CONCRETE BLANKET			\$19.00	\$57.00	\$114.00						
CONCRETE BLANKET, ELECTRIC			\$70.00	\$213.00	\$645.00						
CONCRETE BREAKER ATTACHMENT			\$255.00	\$715.00	\$1,595.00						
CONCRETE CHAIN SAW			\$100.00	\$245.00	\$760.00						
CONCRETE SCARIFIER, 12", VS30,			\$150.00	\$555.00	\$990.00						
46" POWER TROWEL			\$110.00	\$320.00	\$660.00						
CORE DRILL 2"-5" (+BIT WEAR)			\$150.00	\$265.00	\$990.00						
SOFF-CUT SAW			\$168.00	\$370.00	\$745.00						
WALK CONC. SAW (+ BLADE WEAR)			\$168.00	\$370.00	\$841.00						
<b>HEATERS</b>											
GROUND HEATER, E3000G			\$1,618.00	\$5,395.00	\$8,994.00						
GROUND HEATER, E2200G			\$445.00	\$2,580.00	\$4,675.00						
WACKER NEUSON IFHeater (HI900)			\$412.00	\$990.00	\$3,025.00						
HEATER, 1.5 MILLION BTU			\$298.00	\$898.00	\$1,776.00						
HEATER, >/= 400,000 BTU			\$156.00	\$545.00	\$1,420.00						
HEATER, =/ < 400,000 BTU ****			\$66.00	\$201.00	\$605.00						
HEATER, INDIRECT HI400HD, 380,548 BTU			\$160.00	\$484.00	\$1,463.00						
<b>HEAVY EQUIPMENT</b>											
FORK LIFT - WAREHOUSE			\$315.00	\$831.00	\$1,804.00						
MINI-EXCAVATOR - BOBCAT 331			\$475.00	\$1,341.00	\$2,965.00						
SCAFFOLD LIFT 98 MOBILE			\$71.00	\$275.00	\$825.00						
SCISSOR LIFT 25'			\$261.00	\$584.00	\$1,100.00						
SKID LOADER W/ STANDARD BUCKET			\$469.00	\$1,222.00	\$2,548.00						
SKID LOADER S250			\$300.00	\$957.00	\$2,530.00						
SKID STR AUGER ATTACHMENT			\$174.00	\$536.00	\$1,040.00						
SKID STR BRUSH ATTACHMENT			\$270.00	\$899.00	\$1,500.00						
SKID STR SCARIFIER ATTACHMENT			\$8.00	\$178.00	\$713.00						
SKID STR SNOW PLOW ATTACHMENT			\$80.00	\$233.00	\$462.00						
SKID STR 80" SNOW REMOVAL BUCKET			\$25.00	\$99.00	\$440.00						
<b>INFORMATION TECHNOLOGY</b>											
COPIER					\$220.00						
RADIOS, ON SITE COMM.					\$201.00						
INFORMATION TECHNOLOGY (IT) PER USER ***					\$660.00						
<b>SAFETY</b>											
ADJUST-A-STAIR (12'-19'2")				\$275.00	\$880.00						
ALUMINUM POST SHORE			\$7.00	\$21.00	\$41.00						
FENCE PANELS					\$11.00						
FODS TRACKING PAD MATS			\$33.00	\$121.00	\$369.00						
FUME EXTRACTOR (SMOKE EATER)			\$115.00	\$255.00	\$572.00						
LIGHT PLANT			\$141.00	\$360.00	\$915.00						
MOBILE FALL PROTECTION CART			\$33.00	\$132.00	\$396.00						
NEGATIVE AIR SCRUBBER (HEPA) 1950CFM			\$88.00	\$356.00	\$1,053.00						
PORT. LIGHTS 30KW			\$143.00	\$413.00	\$935.00						
PEDESTRIAN BARRICADE (ORANGE PANELS)					\$11.00						
ROLLING SCAFFOLD			\$17.00	\$47.00	\$143.00						
ROOF GUARDRAIL POSTS					\$20.00						
SAFETY BARRELS, SMALL			\$5.00	\$13.00	\$25.00						
SAFETY BARRELS, LARGE JERSEY TYPE			\$44.00	\$113.00	\$330.00						
SAFETY RESPECT GUARDRAIL SYS (PER PANEL)					\$17.00						
TRAILER MOUNTED SOLAR TRAFFIC CONTROL MESSAGE BOARD (126"X76")			\$267.00	\$704.00	\$2,002.00						
4-GAS AIR MONITOR			\$49.00	\$149.00	\$270.00						
MASONRY SCAFFOLD ASSEMBLY (COST PER FRAME)			\$8.00	\$25.00	\$49.00						
SCAFFOLD STAIR TOWER (3-TIER)				\$248.00	\$770.00						
STARC TEMPORARY WALL BARRIERS (COST PER LINEAR FOOT)					\$33.00						
STARC TEMPORARY WALL BARRIERS			\$110.00	\$550.00	\$2,200.00						
<b>SERVICES</b>											
FIREPROOFING - 2 MAN CREW											
FIREPROOFING MOB											
GROUND PENETRATING RADAR w/OPER**			\$2,200.00								
GROUND PENETRATING RADAR w/OPER MOB**			\$550.00								
<b>SURVEY</b>											
LASER (LEVEL, ROTATING)			\$36.00	\$117.00	\$256.00						
ROBOTIC TOTAL STATION			\$247.00	\$891.00	\$2,965.00						

REBAR LOCATOR	\$30.00	\$86.00	\$178.00						
THEODOLITE	\$123.00	\$369.00	\$737.00						
TOTAL STATION	\$69.00	\$248.00	\$787.00						
<b>TRUCKS/TRAILERS/STORAGE</b>									
16' FLATBED TRAILER	\$132.00	\$264.00	\$534.00						
16' CARPENTER TRAILER (ENCLOSED)	\$132.00	\$264.00	\$534.00						
COMPRESSOR, TRAILER	\$200.00	\$590.00	\$1,425.00						
GENERATOR, TRAILER	\$165.00	\$495.00	\$1,430.00						
OFFICE TRAILER			\$1,188.00						
PICKUP			\$1,870.00						
PICKUP SNOWPLOW ATTACHMENT			\$550.00						
STORAGE VAN (CON-X)	\$28.00	\$83.00	\$248.00						
TRASH DUMP TRAILER (12')	\$109.00	\$248.00	\$490.00						
WATER TANK WITH TRAILER	\$174.00	\$512.00	\$1,040.00						
BRUSH HOG TOW BEHIND	\$248.00	\$572.00	\$1,287.00						
<b>TOOLS AND MISC.</b>									
10" Table Saw	\$30.00	\$90.00	\$267.00						
3" PUMP	\$66.00	\$199.00	\$594.00						
60# HAMMER AIR	\$76.00	\$227.00	\$490.00						
90# HAMMER AIR	\$105.00	\$275.00	\$594.00						
AUTO LEVEL	\$29.00	\$86.00	\$257.00						
BACKFLOW PREVENTER/EQUIPMENT			\$248.00						
BRUT PORTABLE SANDBLASTER	\$248.00	\$539.00	\$1,100.00						
CIRCULATING FAN 36" OR 48"	\$30.00	\$86.00	\$257.00						
COMPACTOR JUMPING	\$118.00	\$363.00	\$649.00						
COMPRESSOR ELECT.	\$32.00	\$95.00	\$287.00						
CORE DRILL 2"-5" (+BIT WEAR)	\$133.00	\$220.00	\$810.00						
DEMOLITION SAW	\$75.00	\$193.00	\$577.00						
DRYWALL TEXTURE SPRAYER (30 GAL)	\$48.00	\$124.00	\$369.00						
ELECT. HAMMER (T-905)	\$105.00	\$261.00	\$416.00						
GENERATOR	\$47.00	\$142.00	\$426.00						
HILTI VC 40-U WET/DRY VAC (DUST COLLECTOR)	\$24.00	\$95.00	\$286.00						
HYDRAULIC FURNITURE DOLLY	\$79.00	\$217.00	\$515.00						
MITER SAW	\$17.00	\$50.00	\$149.00						
MOTORIZED POST DRIVER	\$105.00	\$261.00	\$416.00						
PAINT SPRAYER	\$83.00	\$248.00	\$497.00						
PALLET JACK	\$79.00	\$217.00	\$515.00						
PIPE INSPECTION CAMERA, 100'	\$193.00	\$880.00	\$2,200.00						
PLATE COMPACTOR	\$121.00	\$330.00	\$669.00						
PRESSURE WASHER	\$116.00	\$413.00	\$870.00						
RIDE ON FLOOR SCRAPER (ELECTRIC)	\$880.00	\$2,200.00	\$4,950.00						
ROTO HAMMER AND BITS	\$96.00	\$282.00	\$660.00						
SNOW BLOWER	\$61.00	\$172.00	\$545.00						
TRASH CHUTE 30" DIAM WITH MOUNTING ACCESSORIES	\$75.00	\$257.00	\$743.00						
VENTILATION FANS/BLOWER	\$28.00	\$99.00	\$193.00						
WELDER 200AMP	\$128.00	\$327.00	\$634.00						
WIRE FEED WELDER	\$43.00	\$128.00	\$255.00						
<b>Total</b>									

Revision 04/26/2024

\*\* GPR is \$2,000.00/day; \$1000 / half-day (minimum charge)

\*\*\* Information Technology rate is \$600/month/ per user. Includes: Job Site based computers, iPads, tablets, IT hardware, and supporting software licenses &amp; IT support.

\*\*\*\* For heaters less than 400,000 BTU, the D/W/M rate is a lump sum, regardless of quantity of heaters mobilized. These are small(er) units.

**Submitted By:** \_\_\_\_\_**Approved By:** \_\_\_\_\_

**FCI CONSTRUCTORS**  
**Billable Rates 2024**

<b>Position</b>	<b>Hourly Rate</b>
Project Executive/Director	\$181.35
Senior Project Manager	\$157.10
Project Manager	\$132.80
Assistant Project Manager	\$108.55
General Superintendent	\$144.40
Project Superintendent	\$121.30
Assistant Superintendent	\$108.60
Project Engineer	\$97.00
Office Engineer	\$85.50
Field Engineer	\$85.50
BIM Manager	\$132.80
BIM Technician	\$97.00
Sr Preconst Mgr/Precon Director	\$181.35
MEP Preconstruction Manager	\$169.80
Preconstruction Manager	\$132.80
Estimator	\$121.30
Corporate Safety Director	\$162.90
Regional Safety Manager	\$132.80
Project Coordinator	\$78.60
Carpenter Forman	\$83.20
Carpenter	\$72.80
Labor Foreman	\$61.20
勞工	\$54.30

Base Rates as of 2/05/2024

Rates are inclusive of labor burden costs, state and federal unemployment, worker's compensation, health insurance, vacation pay, retirement and safety compliance.

Rates are based on 40 hours per week. Overtime or Premium time rates will be charged at the rates noted above multiplied by 1.5.

Rates are exclusive of vehicle, cell phone, computer or other related expenses.

Rates are subject to a 3-5% increase at the beginning of every calendar year.

**EXHIBIT Q**  
**GMP Proposal**

**EXHIBIT 01****Swansea Indoor Pool and Rec Center Renovation**

Project Location: 2650 E. 49th Avenue Denver, CO 80216  
 Estimate Type: 100% CD Estimate  
 Project Duration: 20 Months  
 Project SF: 14,174  
 Estimator: SR

Revision: 3  
 Due Date: 1/17/2024

Description	Total Cost	\$ per SF
Division 01 GENERAL REQUIREMENTS	\$ 1,853,285	\$ 130.75
Division 02 EXISTING CONDITIONS	\$ 199,892	\$ 14.10
Division 03 CONCRETE	\$ 513,679	\$ 36.24
Division 04 MASONRY	\$ 884,928	\$ 62.43
Division 05 METALS	\$ 831,945	\$ 58.70
Division 06 WOOD & PLASTIC	\$ 651,306	\$ 45.95
Division 07 THERMAL & MOISTURE PROTECTION	\$ 1,414,898	\$ 99.82
Division 08 DOORS & WINDOWS	\$ 927,326	\$ 65.42
Division 09 FINISHES	\$ 948,723	\$ 66.93
Division 10 SPECIALTIES	\$ 197,025	\$ 13.90
Division 11 EQUIPMENT	\$ 54,292	\$ 3.83
Division 12 FURNISHINGS	\$ -	\$ -
Division 13 SPECIAL SYSTEMS	\$ 3,065,830	\$ 216.30
Division 14 CONVEYING SYSTEMS	\$ -	\$ -
Division 21 FIRE SUPPRESSION	\$ 152,800	\$ 10.78
Division 22 PLUMBING	\$ 989,610	\$ 69.82
Division 23 HVAC	\$ 1,893,755	\$ 133.61
Division 26 ELECTRICAL	\$ 1,350,452	\$ 95.28
Division 27 COMMUNICATIONS	\$ 43,741	\$ 3.09
Division 28 ELECTRONIC SAFETY & SECURITY	\$ 51,899	\$ 3.66
Division 31 EARTHWORK	\$ 733,208	\$ 51.73
Division 32 EXTERIOR IMPROVEMENTS	\$ 828,210	\$ 58.43
Division 33 UTILITIES	\$ 526,689	\$ 37.16

BUILDING PERMIT & PLAN CHECK FEE	BY OTHERS	\$ -
BID CONTINGENCY	2.00%	\$ 362,269
CONTRACTOR'S CONTINGENCY	3.00%	\$ 543,403
SUBCONTRACTOR BOND SUBSTITUTION (SUB DEFAULT)	BY FCI	\$ 240,413
GENERAL LIABILITY INSURANCE (DIFF. IN COVERAGE)	BY FCI	\$ 100,172
BUILDER'S RISK INSURANCE	BY OTHERS	\$ -
PERFORMANCE AND PAYMENT BOND	BY FCI	\$ 91,151
PRECONSTRUCTION FEE (w/Preconstruction Contract)	EXCLUDED	\$ -
FCI OVERHEAD AND FEE	3.00%	\$ 583,527

BASE GMP ESTIMATE TOTAL: \$ 20,034,428

ACCEPTED ALTERNATE 15: \$ (476,064)

ADJUSTED GMP ESTIMATE TOTAL: \$ 19,558,364

Project Name: Swansea Indoor Pool and Rec Center Renovation  
 Estimate Type: 100% CD Estimate  
 Project Duration: 20 Months  
 Project SF: 14,174  
 Estimator: SR

Revision: 3  
 Printed On: 3/14/24 9:41 AM

Description	Quantity	Unit \$	Total \$	\$ per SQFT
<b>Division 01 GENERAL REQUIREMENTS</b>				
<b>GENERAL CONDITIONS</b>				
POOL ADDITION GENERAL CONDITIONS	1 LSUM	928,231.95	928,232	\$65.49
REC CENTER RENOVATION GENERAL CONDITIONS	1 LSUM	119,765.33	119,765	\$8.45
SITEWORK GENERAL CONDITIONS	1 LSUM	149,707.73	149,708	\$10.56
FULL-TIME ON-SITE SAFETY SUPERVISOR	87 WEEKS	4,829.66	420,180	\$29.64
WORKFORCE DEVELOPMENT PROGRAM	1 LSUM	183,919.00	183,919	\$12.98
PRECONSTRUCTION FEE - IN SEPARATE CONTRACT	NIC	0.00	0	\$0.00
<b>TOTAL GENERAL CONDITIONS</b>			<b>\$1,801,804</b>	
<b>GENERAL REQUIREMENTS</b>				
ALLOWANCE 1 - WINTER PROTECTION / WINTER CONDITIONS	1 ALLOWANCE	51,480.20	51,480	\$3.63
BLANKETS ON FOOTINGS	INCLUDED	0.00	0	\$0.00
BLANKETS ON FOUNDATION WALLS	INCLUDED	0.00	0	\$0.00
BLANKETS ON SLABS	INCLUDED	0.00	0	\$0.00
ENCLOSE AREA FOR SLAB HEATING	INCLUDED	0.00	0	\$0.00
SNOW REMOVAL FOR ROOF WORK	INCLUDED	0.00	0	\$0.00
WEATHER PROTECTION - FINISHES	INCLUDED	0.00	0	\$0.00
TEMPORARY HEAT EQUIPMENT RENTAL (NOV.-APRIL)	INCLUDED	0.00	0	\$0.00
TEMPORARY HEATER PROPANE ( NOV. - APRIL / \$1.53 PER GAL)	INCLUDED	0.00	0	\$0.00
SEAL OPENINGS FOR HEATING	INCLUDED	0.00	0	\$0.00
<b>TOTAL GENERAL REQUIREMENTS</b>			<b>\$51,480</b>	
<b>Total Division 01 GENERAL REQUIREMENTS</b>			<b>\$1,853,284</b>	
<b>Division 02 EXISTING CONDITIONS</b>				
<b>SURVEYING AND BIM SERVICES</b>				
CONTRACT 1A - SURVEYING	1 SUB	45,047.00	45,047	\$3.18
AS BUILT CERTIFICATION	INCLUDED	0.00	0	\$0.00
CONTRACT 1B - MEPP BIM COORDINATION	1 SUB	70,300.00	70,300	\$4.96
<b>TOTAL SURVEYING AND BIM SERVICES</b>			<b>\$115,347</b>	<b>\$8.14</b>
<b>DEMOLITION</b>				
CONTRACT 2A - DEMOLITION	1 SUB	67,100.00	67,100	\$4.73
MOBILIZATION	INCLUDED	0.00	0	\$0.00
SELECT DEMO - INTERIOR	INCLUDED	0.00	0	\$0.00
SITE DEMOLITION - EXISTING POOL(S) AND POOL EQUIPMENT HOUSE	INCLUDED	0.00	0	\$0.00
FCI SELF-PERFORM WORK				
REMOVE EXISTING ACT CEILINGS FOR FIRE SPRINKLER INSTALLATION - PHASED WORK	3,198 SQFT	1.50	4,797	\$0.34
SHORING AT CIRC. 103 ENTRY TO NATATORIUM	1 LSUM	1,053.32	1,053	\$0.07
FUME EXTRACTOR	1 MONTHS	677.22	677	\$0.05
FLOOR PROTECTION	1,366 SQFT	0.36	492	\$0.03
TEMPORARY WALLS AND DUST PROTECTION	1,500 SQFT	4.67	7,005	\$0.49
SEAL / PROTECT EXISTING DUCTWORK	1 LSUM	1,338.00	1,338	\$0.09
CHANGE OUT RTU FILTERS AT COMPLETION	1 LSUM	2,088.00	2,088	\$0.15
<b>TOTAL DEMOLITION</b>			<b>\$84,550</b>	<b>\$5.97</b>
<b>Total Division 02 EXISTING CONDITIONS</b>			<b>\$199,897</b>	
<b>Division 03 CONCRETE</b>				
<b>FOUNDATIONS</b>				
PARTIAL CONTRACT 3A - CONCRETE FOUNDATIONS	1 SUB	258,834.00	258,834	\$18.26
MOCK-UP FOUNDATION	1 SUB	2,702.00	2,702	\$0.19
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
4' SQUARE FOUNDATION AT ENTRY CANOPY	1 SUB	1,500.00	1,500	\$0.11
STEM WALLS AND GRADE BEAMS		0.00	0	\$0.00
FORM WALLS - 2' TALL	INCLUDED	0.00	0	\$0.00
FORM WALLS - 4', 5' AND 7' TALL	INCLUDED	0.00	0	\$0.00
FORM WALLS AT BACKWASH PIT		0.00	0	\$0.00
ADD 3' OF WALL AT BACKWASH PIT	1 SUB	2,110.00	2,110	\$0.15
ENLARGED STEM WALL SUPPORT FOR POOL DECK (4.5/S-302 4.5/S-303)	1 SUB	2,311.00	2,311	\$0.16
<b>TOTAL FOUNDATIONS</b>			<b>\$267,457</b>	<b>\$18.87</b>
<b>INTERIOR FLATWORK</b>				
PARTIAL CONTRACT 3A - CONCRETE FLATWORK	1 SUB	167,897.00	167,897	\$11.85
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
ADJUST POOL DECK AT SLIDE AREA FROM 4" TO 6" - 1,128 SQFT	1 SUB	2,921.00	2,921	\$0.21
THICKENED SLAB UNDER TRENCH DRAINS (BIDDER ASSUMED BY PLUMBER AT 50% CD'S)	1 SUB	7,927.00	7,927	\$0.56
THICKENED SLAB UNDER CMU WALL IN EXIST. ROOMS 107/109 - 55 SQFT	1 SUB	1,538.00	1,538	\$0.11
POOL SLIDE RAISED SLAB ADDED 250 SQFT	1 SUB	5,600.00	5,600	\$0.40
SCOPE GAP INFILL		0.00	0	\$0.00
ADITIVE TO CONCRETE MIXTURE AT BUILDING SLABS (XYPEX, OE)	7,979 SQFT	1.88	15,001	\$1.06
POOL DECK TRENCH DRAIN SUB-SLABS	281 LNFT	10.00	2,810	\$0.20
BLOCKOUTS AT FLOOR DRAINS/FLOOR SINKS	42 EACH	150.00	6,300	\$0.44
EPOXY COATED REINFORCING MATERIAL	7 TON	838.48	5,869	\$0.41
DRILL AND DOWEL FOR REBAR	110 EACH	13.64	1,500	\$0.11
<b>TOTAL INTERIOR FLATWORK</b>			<b>\$217,363</b>	<b>\$15.34</b>
<b>CONCRETE MISCELLANEOUS</b>				
FCI SELF-PERFORM WORK		0.00	0	\$0.00
SET EMBEDS	1 LSUM	4,500.00	4,500	\$0.32
HANDWORK	10 DAYS	411.67	4,117	\$0.29
FINE GRADING	8,544 SQFT	0.16	1,367	\$0.10
UNLOAD & DISTRIBUTE REBAR	60 MTRS	66.16	3,970	\$0.28
GROUT JOIST/BEAM SEATS		0.00	0	\$0.00
ECO PANS - 2.5 CUYD	15 EACH	419.24	6,289	\$0.44
POOL DECK PROTECTION	1,719 SQFT	5.04	8,664	\$0.61
<b>TOTAL CONCRETE MISCELLANEOUS</b>			<b>\$28,907</b>	<b>\$2.04</b>
<b>Total Division 03 CONCRETE</b>			<b>\$513,727</b>	
<b>Division 04 MASONRY</b>				
<b>UNIT MASONRY</b>				
CONTRACT 4A - MASONRY	1 SUB	812,776.00	812,776	\$57.34
MOCK-UP MASONRY (REDUCED FROM \$10K)	1 SUB	5,000.00	5,000	\$0.35
INTERIOR CMU PARTITIONS	INCLUDED	0.00	0	\$0.00
EXTERIOR AND STRUCTURAL CMU		0.00	0	\$0.00
SCOPE GAP INFILL		0.00	0	\$0.00
DRILL AND DOWEL FOR REBAR	1 LSUM	2,498.39	2,498	\$0.18
ADDED COURSE OF 8" CMU TO EXISTING GYM STORAGE 114, F. LOCKER ROOM 122	26 LNFT	40.00	1,040	\$0.07
DEADMAN FOUNDATION FOR SHORING AT WALLS	1 LSUM	8,384.80	8,385	\$0.59
REBAR REINFORCING AT CMU	1 LSUM	22,800.00	22,800	\$1.61
PRESSURE WASH CMU VENEER	1 LSUM	2,620.25	2,620	\$0.18
<b>TOTAL UNIT MASONRY</b>			<b>\$855,119</b>	<b>\$60.33</b>
<b>MASONRY MISCELLANEOUS</b>				
FCI SELF-PERFORM WORK		0.00	0	\$0.00

Project Name: Swansea Indoor Pool and Rec Center Renovation

Estimate Type: 100% CD Estimate

Project Duration: 20 Months

Project SF: 14,174

Estimator: SR

Revision: 3

Printed On: 3/14/24 9:41 AM

Description	Quantity	Unit \$	Total \$	\$ per SQFT
GROUT ROOF BEAM/ROOF JOIST POCKETS	60 EACH	398.96	23,938	\$1.69
GRADE FOR SCAFFOLDING	4,940 SQFT	0.20	988	\$0.07
TEMP. BRACING	20 EACH	244.41	4,888	\$0.34
<b>TOTAL MASONRY MISCELLANEOUS</b>			<b>\$29,814</b>	<b>\$2.10</b>
<b>Total Division 04 MASONRY</b>			<b>\$894,933</b>	

**Division 05 METALS****STRUCTURAL AND MISC. STEEL**

CONTRACT 5A - STRUCTURAL AND MISC. STEEL	1 SUB	720,356.00	720,356	\$50.82
STEEL FABRICATIONS		0.00	0	\$0.00
ADDED/DELETED SCOPE IN 100% CD'S		0.00	0	\$0.00
HIGH PERFORMANCE PREP AND PRIMER AT JOIST AND DECK	1 SUB	56,733.00	56,733	\$4.00
ROOF GUARD RAILING - REPLACES ROOF SCREEN	(1) SUB	9,324.00	(9,324)	-\$0.66
SCOPE GAP INFILL		0.00	0	\$0.00
SLIDE STAIRWAY RAILING - GALVANIZED	95 LNFT	250.00	23,750	\$1.68
STEEL BOLLARDS	11 EACH	350.00	3,850	\$0.27
FCI SELF-PERFORM WORK		0.00	0	\$0.00
INSTALL ACOUSTICAL BATT'S IN NATATORIUM DECK	1 LSUM	15,059.00	15,059	\$1.06
SAFETY EQUIPMENT - STEEL ERECTION	1 LSUM	2,500.00	2,500	\$0.18
UNLOAD & DISTRIBUTE STEEL ITEMS	1 LSUM	3,948.67	3,949	\$0.28
SAFETY CABLEING	833 LNFT	8.00	6,664	\$0.47
SITE IMPROVEMENTS FOR CRANE ACCESS	1 EACH	6,000.00	6,000	\$0.42
SPARK PROTECTION FOR OTHER TRADES	1 LSUM	1,701.00	1,701	\$0.12
CLEAN MUD OFF OF STEEL	1 LSUM	709.00	709	\$0.05
<b>TOTAL STRUCTURAL AND MISC. STEEL</b>			<b>\$831,947</b>	<b>\$58.70</b>
<b>Total Division 05 METALS</b>			<b>\$831,947</b>	

**Division 06 WOOD & PLASTIC****ROUGH CARPENTRY AND FRAMING**

CONTRACT 6B - SCAFFOLDING	1 SUB	146,180.00	146,180	\$10.31
DELIVERY, SET UP AND TEAR DOWN	INCLUDED	0.00	0	\$0.00
6 - MONTHLY RENTAL	INCLUDED	0.00	0	\$0.00
FCI SELF-PERFORM WORK		0.00	0	\$0.00
INTERIOR BLOCKING - FIRE TREATED		0.00	0	\$0.00
LAYOUT	24 MHRS	66.16	1,588	\$0.11
2X4'S	595 LNFT	3.53	2,100	\$0.15
2X6'S	1,298 LNFT	4.76	6,178	\$0.44
3/4" PLYWOOD AT TELECOM ROOM	420 SQFT	4.70	1,974	\$0.14
ROOF BLOCKING - PRESSURE TREATED		0.00	0	\$0.00
LAYOUT	32 MHRS	66.16	2,117	\$0.15
2X4'S	110 LNFT	3.71	408	\$0.03
2X6'S	227 LNFT	4.37	992	\$0.07
2X8'S	312 LNFT	5.80	1,810	\$0.13
2X10'S	758 LNFT	6.58	4,988	\$0.35
2X12'S	568 LNFT	6.92	3,931	\$0.28
3/4" PLYWOOD	1,042 SQFT	5.04	5,252	\$0.37
ROUGH HARDWARE AND HOLD DOWNS	14,174 SQFT	0.06	850	\$0.06
ROOF STRUCTURE MODIFICATIONS TO ACCEPT SAFETY TIE-BACK SYSTEM		0.00	0	\$0.00
DEMO AND REPLACE ROOF SHEATHING	1 LSUM	5,636.63	5,637	\$0.40
BRACED RAFTER CONNECTIONS	100 LNFT	39.84	3,984	\$0.28
GENERAL WORKS PACKAGE		0.00	0	\$0.00
SITE CLEAN-UP		0.00	0	\$0.00
DEMOLITION	8 MHRS	49.36	395	\$0.03
CONCRETE	3 WEEKS	1,974.34	5,923	\$0.42
MASONRY	16 WEEKS	246.79	3,949	\$0.28
SHARPS/ROOFING	40 MHRS	49.36	1,974	\$0.14
FRAMING	2 WEEKS	1,974.34	3,949	\$0.28
FINISHES	12 WEEKS	1,974.34	23,692	\$1.67
FINAL CLEANING PREMIUM	14,174 SQFT	0.20	2,835	\$0.20
LAYOUT		0.00	0	\$0.00
INTERIOR DEMO	8 MHRS	98.70	790	\$0.06
SLOPED SLABS FOR DRAINS	40 MHRS	98.70	3,948	\$0.28
MASONRY WORK	220 MHRS	98.70	21,714	\$1.53
FRAMING/CEILINGS	14,174 SQFT	0.13	1,843	\$0.13
RAMMED AGGREGATE PIERS VERTICAL CONTROL	105 EACH	49.36	5,183	\$0.37
SITE CONCRETE	80 MHRS	98.70	7,896	\$0.56
EQUIPMENT		0.00	0	\$0.00
MISC. CONCRETE EQUIPMENT	1 EACH	1,466.42	1,466	\$0.10
CONCRETE FORKLIFT AND FUEL	2 MONTHS	3,381.27	6,763	\$0.48
CONCRETE SAFETY EQUIPMENT	1 EACH	1,500.00	1,500	\$0.11
MASONRY FORKLIFT AND FUEL	2 MONTHS	3,381.27	6,763	\$0.48
MASONRY SAFETY EQUIPMENT	1 EACH	1,466.42	1,466	\$0.10
SKIDSTEER, W/ ATTACHMENTS AND FUEL	5 MONTHS	3,716.65	18,583	\$1.31
HOISTING EQUIPMENT & FUEL - SMALL FORKLIFT	2 MONTHS	3,171.65	6,343	\$0.45
MANLIFT	1 MONTHS	2,747.85	2,748	\$0.19
SUBCONTRACTOR ASSISTANCE AND COORDINATION BETWEEN TRADES		0.00	0	\$0.00
CONCRETE WORKING FOREMAN	6 WEEKS	3,948.00	23,688	\$1.67
SWIMMING POOL COORDINATION	400 MHRS	77.70	31,080	\$2.19
MEPF COORDINATION	1,125 MHRS	98.70	111,038	\$7.83
RIGHT OF WAY PERMITS	1 LSUM	8,908.85	8,909	\$0.63
PUNCH LIST	2 WEEKS	4,913.71	9,827	\$0.69
DUMPSTERS	43 EACH	524.05	22,534	\$1.59
<b>TOTAL ROUGH CARPENTRY AND FRAMING</b>			<b>\$524,788</b>	<b>\$37.02</b>

**ARCHITECTURAL MILLWORK**

CONTRACT 6A - MILLWORK	1 SUB	116,338.00	116,338	\$8.21
ADJUSTED SCOPE IN 100% CD'S		0.00	0	\$0.00
THICKLAM CLADDING AT RECEPTION DESK ILO FRL1 (PREVIOUSLY \$6,500 ALLOWANCE)	1 SUB	8,021.00	8,021	\$0.57
SCOPE GAP INFILL		0.00	0	\$0.00
INLAID LETTERS IN FRONT SSF1 PANEL AT RECEPTION DESK	1 LSUM	800.00	800	\$0.06
FCI SELF-PERFORM WORK		0.00	0	\$0.00
PROTECT CASEWORK AFTER INSTALL	104 LNFT	1.50	156	\$0.01
CAULK CASEWORK / COUNTERTOPS	1 LSUM	1,110.94	1,111	\$0.08
<b>TOTAL ARCHITECTURAL MILLWORK</b>			<b>\$126,426</b>	<b>\$8.92</b>
<b>Total Division 06 WOOD &amp; PLASTIC</b>			<b>\$651,214</b>	

**Division 07 THERMAL & MOISTURE PROTECTION****DAMPROOFING AND WATERPROOFING**

CONTRACT 7A - DAMPROOFING / WATERPROOFING	1 SUB	21,550.00	21,550	\$1.52
SCOPE GAP INFILL		0.00	0	\$0.00
BITUMINOUS DAMPROOFING ON PARAPET	1 LSUM	3,875.00	3,875	\$0.27
PROTECTION BOARD	3,339 SQFT	0.75	2,504	\$0.18
FCI SELF-PERFORM WORK		0.00	0	\$0.00
PREP. FOUNDATIONS	3,339 SQFT	0.25	835	\$0.06

Project Name: Swansea Indoor Pool and Rec Center Renovation  
 Estimate Type: 100% CD Estimate  
 Project Duration: 20 Months  
 Project SF: 14,174  
 Estimator: SR

Revision: 3  
 Printed On: 3/14/24 9:41 AM

Description	Quantity	Unit \$	Total \$	\$ per SQFT
<b>TOTAL DAMPPROOFING AND WATERPROOFING</b>			<b>\$28,764</b>	<b>\$2.03</b>
<b>THERMAL AND SOUND INSULATION</b>				
CONTRACT 7B - INSULATION AND WEATHER BARRIER	1 SUB	153,185.00	153,185	\$10.81
MOCK-UP INSULATION/WEATHER BARRIER	1 SUB	2,000.00	2,000	\$0.14
SCOPE GAP INFILL		0.00	0	\$0.00
WALL THERMAL BATTS AT SLIDE POP UP	1 LSUM	3,500.00	3,500	\$0.25
FCI SELF-PERFORM WORK		0.00	0	\$0.00
AIR INFILTRATION FOAM AT OPENINGS	14,174 SQFT	0.25	3,544	\$0.25
ALLOWANCE 2 - ADDRESS ENVELOPE CONSULTANT REVIEW COMMENTS	1 ALLOWANCE	15,000.00	15,000	\$1.06
<b>TOTAL THERMAL AND SOUND INSULATION</b>			<b>\$177,229</b>	<b>\$12.50</b>
<b>FIRE STOPPING</b>				
FCI SELF-PERFORM WORK		0.00	0	\$0.00
MASONRY FIRE STOPPING - 2HR WALLS	119 LNFT	8.00	952	\$0.07
FIRE STOPPING - 1 HR WALLS	730 LNFT	5.00	3,650	\$0.26
PENETRATIONS	30 EACH	15.00	450	\$0.03
MISC. FIRESTOPPING	40 MHR	81.88	3,275	\$0.23
<b>TOTAL FIRE STOPPING</b>			<b>\$8,327</b>	<b>\$0.59</b>
<b>METAL ROOFING &amp; WALL PANELS</b>				
CONTRACT 7C - METAL WALL PANELS	1 SUB	380,300.00	380,300	\$26.83
MOCK-UP METAL WALL PANELS	1 SUB	21,900.00	21,900	\$1.55
ADJUSTED SCOPE IN 100% CD'S		0.00	0	\$0.00
DELETE PM2 AT MECHANICAL ROOF SCREEN	(1) SUB	39,305.00	(39,305)	-\$2.77
SCOPE GAP INFILL		0.00	0	\$0.00
3M FLASHING TAPE AT ALL FASTENER PENETRATIONS	6,141 SQFT	2.52	15,475	\$1.09
<b>TOTAL METAL ROOFING &amp; WALL PANELS</b>			<b>\$378,370</b>	<b>\$26.69</b>
<b>MEMBRANE ROOFING</b>				
CONTRACT 7D - MEMBRANE ROOFING	1 SUB	639,412.00	639,412	\$45.11
NATATORIUM ADDITION AND EXISTING BLDG FLASHING AND SHEET METAL PACKAGE	1 SUB	50,912.00	50,912	\$3.59
METAL FLASHING FOR MASONRY	1 SUB	8,182.00	8,182	\$0.58
SCOPE GAP INFILL		0.00	0	\$0.00
GUTTERS & DOWNSPOUTS	1 LSUM	17,865.99	17,866	\$1.26
ROOF HATCH RAILING SYSTEM	1 EACH	5,524.00	5,524	\$0.39
WOOD NAILERS TO ACCOMMODATE NEW FLASHINGS	1 LSUM	8,500.00	8,500	\$0.60
MISC. ROOF FLASHINGS	1 LSUM	3,500.00	3,500	\$0.25
MISC. BUILDING FLASHINGS	1 LSUM	3,000.00	3,000	\$0.21
FCI SELF-PERFORM WORK		0.00	0	\$0.00
EXTEND EXISTING ROOF CURBS, EXHAUST FANS, ETC.	13 EACH	300.00	3,900	\$0.28
SAFETY MEASURES FOR ROOFING / LEADING EDGE PROTECTION	1 LSUM	6,820.25	6,820	\$0.48
HOISTING	1 EACH	146.64	147	\$0.01
BLOCKING	1 EACH	78.68	79	\$0.01
<b>TOTAL MEMBRANE ROOFING</b>			<b>\$747,842</b>	<b>\$52.76</b>
<b>EXPANSION CONTROL</b>				
CONTRACT 7E - EXPANSION JOINTS	1 SUB	23,850.00	23,850	\$1.68
SCOPE ADDED IN 100% CD'S	1 SUB	28,150.00	28,150	\$1.99
7" MAXIMUM EXTERIOR WALL SYSTEM - ASSUMED 5" AT 50% CD'S		INCLUDED	0.00	\$0.00
FLOOR SYSTEM	N/A	0.00	0	\$0.00
3" FIRE RATED INTERIOR WALL SYSTEM - ASSUMED NON-FIRE RATED AT 50% CD'S		INCLUDED	0.00	\$0.00
3" FIRE RATED CEILING SYSTEM - ASSUMED NON-FIRE RATED AT 50% CD'S		INCLUDED	0.00	\$0.00
FCI SELF-PERFORM WORK		0.00	0	\$0.00
BLOCKOUTS	16 MHR	98.70	1,579	\$0.11
<b>TOTAL EXPANSION CONTROL</b>			<b>\$53,579</b>	<b>\$3.78</b>
<b>JOINT SEALANTS</b>				
CONTRACT 7F - JOINT SEALANTS	1 SUB	18,140.00	18,140	\$1.28
BUILDING CAULKING	INCLUDED	0.00	0	\$0.00
SITE CAULKING	INCLUDED	0.00	0	\$0.00
FCI SELF-PERFORM WORK		0.00	0	\$0.00
MISC. CAULKING	32 MHR	81.88	2,620	\$0.18
<b>TOTAL JOINT SEALANTS</b>			<b>\$20,760</b>	<b>\$1.46</b>
<b>Total Division 07 THERMAL &amp; MOISTURE PROTECTION</b>			<b>\$1,414,871</b>	
<b>Division 08 DOORS &amp; WINDOWS</b>				
<b>HOLLOW METAL DOORS &amp; FRAMES PURCHASE</b>				
CONTRACT 8A - DOORS / FRAMES / HARDWARE	1 SUB	157,250.64	157,251	\$11.09
DOOR HARDWARE	INCLUDED	0.00	0	\$0.00
<b>TOTAL HOLLOW METAL DOORS &amp; FRAMES PURCHASE</b>			<b>\$157,251</b>	<b>\$11.09</b>
<b>DOOR/FRAME/HARDWARE INSTALLATION</b>				
CONTRACT 8B - DOOR / FRAME / HARDWARE INSTALLATION	1 SUB	10,000.00	10,000	\$0.71
SCOPE GAP INFILL		0.00	0	\$0.00
FRAME INSTALL	24 EACH	84.00	2,016	\$0.14
FCI SELF-PERFORM WORK		0.00	0	\$0.00
DOOR PROTECTION	24 EACH	65.47	1,571	\$0.11
UNLOAD, SORT AND STOCK FRAMES AND DOORS	24 EACH	13.44	323	\$0.02
MISC. PREP FOR HM FRAMES AND DOORS	32 MHR	66.16	2,117	\$0.15
<b>TOTAL DOOR/FRAME/HARDWARE INSTALLATION</b>			<b>\$16,027</b>	<b>\$1.13</b>
<b>ACCESS DOORS</b>				
FCI SELF-PERFORM WORK		0.00	0	\$0.00
SUPPLY AND INSTALAL ACCESS DOORS	1 LSUM	2,072.15	2,072	\$0.15
<b>TOTAL ACCESS DOORS</b>			<b>\$2,072</b>	<b>\$0.15</b>
<b>OVERHEAD DOORS</b>				
CONTRACT 8C - OVERHEAD DOORS	1 SUB	16,572.00	16,572	\$1.17
APPROVED ALTERNATE MFG. - CLOPAY, OVERHEAD DOOR, ASSA ABLOY AND RAYNOR		0.00	0	\$0.00
<b>TOTAL OVERHEAD DOORS</b>			<b>\$16,572</b>	<b>\$1.17</b>
<b>SOLATUBES</b>				
SOLATUBE DAYLIGHTING DEVICES	SEE ALT. #1	0.00	0	\$0.00
<b>TOTAL SOLATUBES</b>			<b>\$0</b>	<b>\$0.00</b>
<b>ALUMINUM STOREFRONT, GLAZING AND WINDOWS</b>				
CONTRACT 8D - ALUMINUM STOREFRONT / CURTAIN WALL / GLAZING	1 SUB	715,822.00	715,822	\$50.50
RIOT FILM - SMASH RESISTANT	INCLUDED	0.00	0	\$0.00
AEROLITE ARCHITECTURAL LOUVERS AT ENTRY CANOPY	INCLUDED	0.00	0	\$0.00
MOCK-UP CURTAIN WALL	1 SUB	8,000.00	8,000	\$0.56
SCOPE GAP INFILL		0.00	0	\$0.00
ALUMINUM SILLS	94 LNFT	8.00	752	\$0.05
ALUMINUM BREAK METAL AND FLASHING	1 LSUM	5,240.50	5,241	\$0.37
FCI SELF-PERFORM WORK		0.00	0	\$0.00
FINAL GLASS CLEANING	4,820 SQFT	0.75	3,615	\$0.26
UNLOAD AND SORT WINDOWS	1 LSUM	1,974.34	1,974	\$0.14
<b>TOTAL ALUMINUM STOREFRONT, GLAZING AND WINDOWS</b>			<b>\$735,404</b>	<b>\$51.88</b>
<b>Total Division 08 DOORS &amp; WINDOWS</b>			<b>\$927,326</b>	
<b>Division 09 FINISHES</b>				
<b>DRYWALL</b>				
CONTRACT 9A - METAL STUD FRAMING / DRYWALL / ACRYLIC PLASTER CEILINGS	1 SUB	143,702.00	143,702	\$10.14
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00

Project Name: Swansea Indoor Pool and Rec Center Renovation

Estimate Type: 100% CD Estimate

Revision: 3

Project Duration: 20 Months

Printed On: 3/14/24 9:41 AM

Project SF: 14,174

Estimator: SR

Description	Quantity	Unit \$	Total \$	\$ per SQFT
RECESSED COVE LIGHT FRAMING	1 SUB	4,320.00	4,320	\$0.30
FRAMING AT ENTRY CANOPY SOFFIT TO RECEIVE METAL PANELS	1 SUB	2,128.00	2,128	\$0.15
DRYWALL AT INTERIOR GYPSUM BOARD CEILINGS	INCLUDED	0.00	0	\$0.00
SCOPE GAP INFILL		0.00	0	\$0.00
MOBILIZATION AND LIFTS	1 LSUM	10,000.00	10,000	\$0.71
ALLOWANCE 3 - FRAMING/SHEETING REQUIRED FOR MOCK-UP	1 ALLOWANCE	5,000.00	5,000	\$0.35
ALLOWANCE 4 - TRUSS CONNECTION TO EXISTING BUILDING AND NEW WALL TIE-IN	1 ALLOWANCE	25,000.00	25,000	\$1.76
FCI SELF-PERFORM WORK		0.00	0	\$0.00
MISC. PATCHING	16 MHRS	75.00	1,200	\$0.08
<b>TOTAL DRYWALL</b>			<b>\$191,350</b>	<b>\$13.50</b>
<b>FLOORING</b>				
PARTIAL CONTRACT 9B - FLOORING (TILE, RESILIENT, NYLON TILE)	1 SUB	166,045.00	166,045	\$11.71
CERAMIC TILE	INCLUDED	0.00	0	\$0.00
T1 CERAMIC WALL TILE	INCLUDED	0.00	0	\$0.00
T2a THRU T2e CERAMIC WALL TILE	INCLUDED	0.00	0	\$0.00
T3 CERAMIC WALL TILE	INCLUDED	0.00	0	\$0.00
T4 CERAMIC WALL TILE	INCLUDED	0.00	0	\$0.00
T5 CERAMIC WALL TILE	INCLUDED	0.00	0	\$0.00
T6 CERAMIC WALL TILE	INCLUDED	0.00	0	\$0.00
T7 CERAMIC FLOOR TILE AROUND POOL EDGE	INCLUDED	0.00	0	\$0.00
TB 1 1/4" MOSAIC TILE BASE / WAINSCOT IN NATATORIUM	INCLUDED	0.00	0	\$0.00
SCHLUETER BASE TRIM IN NATATORIUM	INCLUDED	0.00	0	\$0.00
EPOXY GROUT	INCLUDED	0.00	0	\$0.00
GROUT SEALER	INCLUDED	0.00	0	\$0.00
RESILIENT FLOORING	INCLUDED	0.00	0	\$0.00
WALK-OFF MAT NYLON TILE	INCLUDED	0.00	0	\$0.00
FCI SELF-PERFORM WORK		0.00	0	\$0.00
FLOOR PREP AND FLOAT	246 SQFT	0.80	197	\$0.01
FLOOR PROTECTION	246 SQFT	0.35	86	\$0.01
CONCRETE MOISTURE TESTING	7 EACH	150.00	1,050	\$0.07
07 16 05 WATER VAPOR EMISSION CONTROL SYSTEM	5,636 SQFT	4.00	22,544	\$1.59
<b>TOTAL FLOORING</b>			<b>\$189,922</b>	<b>\$13.40</b>
<b>SEALED CONCRETE</b>				
CFS1 CONCRETE FLOOR SEALER AT TELECOM 115 AND GYM STORAGE 114	SUB	0.00	0	\$0.00
<b>TOTAL SEALED CONCRETE</b>			<b>\$0</b>	<b>\$0.00</b>
<b>EPOXY FLOORING</b>				
CONTRACT 9C - FLUID APPLIED FLOORING (SEALED CONCRETE, EPOXY FLOORING)	1 SUB	79,865.00	79,865	\$5.63
SEF1 SEAMLESS EPOXY FLOORING	INCLUDED	0.00	0	\$0.00
CFS1 CONCRETE FLOOR SEALER AT TELECOM 115 AND GYM STORAGE 114	INCLUDED	0.00	0	\$0.00
SEF2-5 ACCENT COLORS	INCLUDED	0.00	0	\$0.00
SEF1B INTEGRAL EPOXY COVE BASE 6" AT SEF1 & SEF2	INCLUDED	0.00	0	\$0.00
FCI SELF-PERFORM WORK		0.00	0	\$0.00
MOISTURE TEST (BASED ON 1 / 1000 SF)	4 EACH	150.00	600	\$0.04
FLOOR PREP AND FLOAT	3,640 SQFT	0.80	2,912	\$0.21
FLOOR PROTECTION	3,640 SQFT	0.35	1,274	\$0.09
ALLOWANCE 5 - GRINDING OF SLAB TO MEET REQUIRED SLOPES	1 ALLOWANCE	32,250.00	32,250	\$2.28
<b>TOTAL EPOXY FLOORING</b>			<b>\$116,901</b>	<b>\$8.25</b>
<b>POLISHED CONCRETE</b>				
NO WORK ANTICIPATED		0.00	0	\$0.00
<b>TOTAL POLISHED CONCRETE</b>			<b>\$0</b>	<b>\$0.00</b>
<b>ACOUSTICAL CEILINGS AND WALL PANELS</b>				
CONTRACT 9D - ACOUSTIC CEILINGS AND WALL PANELS	1 SUB	77,800.00	77,800	\$5.49
SCOPE GAP INFILL		0.00	0	\$0.00
PREMIUM FOR CUSTOM COLORS AND CUSTOM SHAPES	1 LSUM	5,000.00	5,000	\$0.35
<b>TOTAL ACOUSTICAL CEILINGS AND WALL PANELS</b>			<b>\$82,800</b>	<b>\$5.84</b>
<b>PAINTING</b>				
CONTRACT 9E - PAINTING AND HIGH PERFORMANCE COATINGS	1 SUB	324,802.00	324,802	\$22.92
ADDED SCOPE IN 100% CDS		0.00	0	\$0.00
ANTI-GRAFFITI COATING AT EXT. CMU ADJUST FROM 12' TO 16', ADD METAL PANELS	1 SUB	13,788.00	13,788	\$0.97
NACE QP-3 INSPECTION/CERTIFICATION - MANUFACTURER'S TECHNICAL REPRESENTATIVE	1 SUB	3,500.00	3,500	\$0.25
SCOPE GAP INFILL		0.00	0	\$0.00
PAINT SLIDE STRUCTURAL SUPPORT BEAMS/CONNECTIONS	1 LSUM	5,000.00	5,000	\$0.35
PAINT - RELOCATED "U" BIKE RACKS	8 EACH	50.00	400	\$0.03
FCI SELF-PERFORM WORK		0.00	0	\$0.00
PAINTING CONTRACTOR HIGH PERFORMANCE PAINT QC	1 LSUM	12,500.00	12,500	\$0.88
EPOXY PAINTING FUME MITIGATION - NEGATIVE AIR MACHINES, TEMPORARY WALLS	1 LSUM	5,142.09	5,142	\$0.36
MINOR TOUCH-UPS	16,344 SQFT	0.16	2,615	\$0.18
<b>TOTAL PAINTING</b>			<b>\$367,747</b>	<b>\$25.95</b>
<b>Total Division 09 FINISHES</b>			<b>\$948,720</b>	
<b>Division 10 SPECIALTIES</b>				
<b>TOILET PARTITIONS AND ACCESSORIES, VISUAL DISPLAY SURFACES, FIRE EXTINGUISHERS</b>				
CONTRACT 10A - SPECIALTIES	1 SUB	102,226.00	102,226	\$7.21
STANDARD/ADA SOLID PHENOLIC TOILET PARTITIONS, FLR MOUNTED, OH BRACED	INCLUDED	0.00	0	\$0.00
TOILET ACCESSORIES	INCLUDED	0.00	0	\$0.00
PHENOLIC LOCKERS	INCLUDED	0.00	0	\$0.00
VISUAL DISPLAY SURFACES (MARKERBOARDS)	INCLUDED	0.00	0	\$0.00
FIRE EXTINGUISHERS AND CABINETS	INCLUDED	0.00	0	\$0.00
FCI SELF-PERFORM WORK		0.00	0	\$0.00
INSTALL OWNER SUPPLIED ACCESSORIES	1 LSUM	2,646.34	2,646	\$0.19
BLOCKING AND BACKING	152 EACH	21.82	3,317	\$0.23
ALLOWANCE 6 - SAFETY MIRRORS IN LOCKER ROOMS/NATATORIUM	1 ALLOWANCE	4,750.00	4,750	\$0.34
<b>TOTAL TOILET PARTITIONS AND ACCESSORIES, VISUAL DISPLAY SURFACES, FIRE EXTINGUISHERS</b>			<b>\$112,939</b>	<b>\$7.97</b>
<b>SIGNAGE</b>				
CONTRACT 10B - SIGNAGE	1 SUB	62,985.00	62,985	\$4.44
ADJUSTED SCOPE IN 100% CDS		0.00	0	\$0.00
GRAPHIC PANELS AT EXISTING ENTRY	1 SUB	12,601.00	12,601	\$0.89
ALLOWANCE 7 - AF1 GRAPHIC WALL COVERING - NOT IN - 50% CDS, UNSPECIFIED MATERIAL 100%	1 ALLOWANCE	3,500.00	3,500	\$0.25
<b>TOTAL SIGNAGE</b>			<b>\$79,086</b>	<b>\$5.58</b>
<b>VISUAL DISPLAY SURFACES</b>				
MARKERBOARDS - IN CONTRACT 10A SPECIALTIES	SEE ABOVE	0.00	0	\$0.00
<b>TOTAL VISUAL DISPLAY SURFACES</b>			<b>\$0</b>	<b>\$0.00</b>
<b>LOUVERS</b>				
FCI SELF-PERFORM WORK		0.00	0	\$0.00
FIXED METAL LOUVERS	1 LSUM	5,000.00	5,000	\$0.35
<b>TOTAL LOUVERS</b>			<b>\$5,000</b>	<b>\$0.35</b>
<b>FIRE EXTINGUISHERS AND CABINETS</b>				
FIRE EXTINGUISHERS - IN CONTRACT 10A SPECIALTIES	SEE ABOVE	0.00	0	\$0.00
FIRE EXTINGUISHERS - 10 LB ABC	EACH	0.00	0	\$0.00
FIRE EXTINGUISHER CABINETS	EACH	0.00	0	\$0.00
<b>TOTAL FIRE EXTINGUISHERS AND CABINETS</b>			<b>\$0</b>	<b>\$0.00</b>
<b>WALL PROTECTION</b>				
STAINLESS STEEL CORNER GUARDS	EXCLUDED	0.00	0	\$0.00

Project Name: Swansea Indoor Pool and Rec Center Renovation

Estimate Type: 100% CD Estimate

Project Duration: 20 Months

Project SF: 14,174

Estimator: SR

Revision: 3

Printed On: 3/14/24 9:41 AM

Description	Quantity	Unit \$	Total \$	\$ per SQFT
FRP AT JANITOR MOP SINK	EXCLUDED	0.00	0	\$0.00
<b>TOTAL WALL PROTECTION</b>			<b>\$0</b>	<b>\$0.00</b>
<b>Total Division 10 SPECIALTIES</b>			<b>\$197,025</b>	

**Division 11 EQUIPMENT****RESIDENTIAL APPLIANCES**

ALLOWANCE 8 - RESIDENTIAL APPLIANCES	1 ALLOWANCE	4,500.00	4,500	\$0.32
MICROWAVE - SPECS TBD	INCLUDED	0.00	0	\$0.00
REFRIGERATOR - SPECS TBD	INCLUDED	0.00	0	\$0.00
SUITMATE BATHING SUIT EXTRACTOR - W/SPECIALTIES	IN DIV. 10	0.00	0	\$0.00
<b>TOTAL RESIDENTIAL APPLIANCES</b>			<b>\$4,500</b>	<b>\$0.32</b>

**SAFETY TIE-BACK SYSTEM**

CONTRACT 11A - SAFETY TIE-BACK SYSTEM	1 SUB	40,377.00	40,377	\$2.85
OSHA SAFETY TESTING	1 LSUM	9,415.00	9,415	\$0.66
SAFETY TIE-BACK SYSTEM AT EXISTING BUILDING ROOF DECK 1 (GYMNASIUM ONLY)	SEE ALT. #4	0.00	0	\$0.00
<b>TOTAL SAFETY TIE-BACK SYSTEM</b>			<b>\$49,792</b>	<b>\$3.51</b>

**Total Division 11 EQUIPMENT****Division 12 FURNISHINGS****WINDOW TREATMENTS**

WINDOW COVERINGS	EXCLUDED	0.00	0	\$0.00
MANUAL ROLLER SHADES AT OFFICE - REMOVED PER SCOPE CLARIFICATION	EXCLUDED	0.00	0	\$0.00
<b>TOTAL WINDOW TREATMENTS</b>			<b>\$0</b>	<b>\$0.00</b>

**FLOOR MATS**

WALK-OFF MAT NYLON TILE - IN CONTRACT 9B	W/FLOORING	0.00	0	\$0.00
CIRC. 103	INCLUDED	0.00	0	\$0.00
ENTRY 101	INCLUDED	0.00	0	\$0.00
<b>TOTAL FLOOR MATS</b>			<b>\$0</b>	<b>\$0.00</b>

**Total Division 12 FURNISHINGS****Division 13 SPECIAL CONSTRUCTION****SWIMMING POOLS**

CONTRACT 13A - SWIMMING POOLS	1 SUB	2,598,010.00	2,598,010	\$183.29
SALES TAX	1 LSUM	61,998.00	61,998	\$4.37
APPLY TWO-COATS BASECRETE 225 TO ENTIRE POOL SHELL	1 SUB	45,600.00	45,600	\$3.22
CAST-IN-PLACE POOL WALLS	1 SUB	254,622.00	254,622	\$17.96
MOCK-UP 12' X 12' WALL	1 SUB	21,600.00	21,600	\$1.52
ECOFINISH HIGH PERFORMANCE POLYETHYLENE POWDERCOATING	INCLUDED	0.00	0	\$0.00
SCOPE GAP INFILL	0.00	0.00	0	\$0.00
WATER TIGHTNESS TESTS	1 SUB	50,000.00	50,000	\$3.53
POOL CONSTRUCTION OVERSIGHT QA/QC	1 SUB	20,000.00	20,000	\$1.41
PUMP LIFT TROLLEY	1 LSUM	6,500.00	6,500	\$0.46
STRUCTURAL DESIGN OF POOL SLABS TO ACCEPT SCAFFOLDING AND LIFTS LOADING	1 LSUM	7,500.00	7,500	\$0.53
<b>TOTAL SWIMMING POOLS</b>			<b>\$3,065,830</b>	<b>\$216.30</b>

**Total Division 13 SPECIAL CONSTRUCTION****Division 14 CONVEYING SYSTEMS****ELEVATOR**

NO SCOPE ANTICIPATED		0.00	0	\$0.00
<b>TOTAL ELEVATOR</b>			<b>\$0</b>	<b>\$0.00</b>

**Total Division 14 CONVEYING SYSTEMS****Division 21 FIRE SUPPRESSION****FIRE SPRINKLER SYSTEM**

CONTRACT 21A - FIRE SPRINKLER SYSTEM	1 SUB	140,500.00	140,500	\$9.91
CONCEALED FLUSH SPRINKLER HEADS	1 SUB	5,300.00	5,300	\$0.37
NATATORIUM AND EXISTING REC CENTER - FIRE SPRINKLER SYSTEM	INCLUDED	0.00	0	\$0.00
SCOPE GAP INFILL	0.00	0	0	\$0.00
CAD FEES	1 LSUM	2,500.00	2,500	\$0.18
FIRE LINE INTO BUILDING - 6"	1 LSUM	4,500.00	4,500	\$0.32
<b>TOTAL FIRE SPRINKLER SYSTEM</b>			<b>\$152,800</b>	<b>\$10.78</b>

**Total Division 21 FIRE SUPPRESSION****Division 22 PLUMBING****PLUMBING SYSTEM**

PARTIAL CONTRACT 22/23A - PLUMBING SYSTEM	1 SUB	844,039.00	844,039	\$59.55
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
SHOWER CHANGES, SUMP DRAINS, DRINKING FOUNTAIN,	1 SUB	60,630.00	60,630	\$4.28
LAVS, URINALS, WATER CLOSETS, SINKS, SHOWER VALVES, FAUCETS	INCLUDED	0.00	0	\$0.00
WATER COOLER	INCLUDED	0.00	0	\$0.00
MOP SERVICE BASIN	INCLUDED	0.00	0	\$0.00
FLOOR DRAINS	INCLUDED	0.00	0	\$0.00
EMERGENCY EYE/FACE WASH	INCLUDED	0.00	0	\$0.00
PLUMBING DOMESTIC WATER PIPE SYSTEM - TYPE L COPPER	SUB	0.00	0	\$0.00
NEW BACKFLOW PREVENTER IN CURRENT MECHANICAL MEZZANINE	INCLUDED	0.00	0	\$0.00
3" MAIN SUPPLY TO ADDITION	INCLUDED	0.00	0	\$0.00
COLD, HOT, HOT WATER RETURN	INCLUDED	0.00	0	\$0.00
PIPE INSULATION	INCLUDED	0.00	0	\$0.00
ADDED PIPE INSULATION	1 SUB	15,582.00	15,582	\$1.10
SANITARY UNDERGROUND & EXCAVATION	SUB	0.00	0	\$0.00
BEDDING	INCLUDED	0.00	0	\$0.00
PVC UNDERGROUND	INCLUDED	0.00	0	\$0.00
SANITARY WASTE AND VENT PIPING	SUB	0.00	0	\$0.00
ROOF HYDRANT DRAIN PIPING	1 SUB	4,400.00	4,400	\$0.31
NO HUB CAST IRON	INCLUDED	0.00	0	\$0.00
STORM UNDERGROUND AND EXCAVATIONS	INCLUDED	0.00	0	\$0.00
STORM PRIMARY AND SECONDARY DRAINS	SUB	0.00	0	\$0.00
STORM DRAIN PIPING	1 SUB	3,554.00	3,554	\$0.25
ABOVE AND BELOW GROUND PIPING	INCLUDED	0.00	0	\$0.00
ROOF DRAINS, OVERFLOWS AND CLEANOUTS	INCLUDED	0.00	0	\$0.00
NATURAL GAS PIPING SYSTEMS	SUB	0.00	0	\$0.00
ASSUMED 2" THREADED PIPE GAS LINE, NOW 5" AND 4" WELDED PIPE	1 SUB	59,157.00	59,157	\$4.17
GAS METER DEMO AND PIPE DEMO	1 SUB	2,248.00	2,248	\$0.16
<b>TOTAL PLUMBING SYSTEM</b>			<b>\$989,610</b>	<b>\$69.82</b>

**Total Division 22 PLUMBING****Division 23 HVAC****HVAC SYSTEM**

PARTIAL CONTRACT 22/23A - HVAC SYSTEM	1 SUB	1,807,502.00	1,807,502	\$127.52
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
ADDED TF-1 AND EF-5	1 SUB	20,643.00	20,643	\$1.46
EPS	INCLUDED	0.00	0	\$0.00
MECHANICAL LOUVERS AND PLENUMS	INCLUDED	0.00	0	\$0.00

Project Name: Swansea Indoor Pool and Rec Center Renovation

Estimate Type: 100% CD Estimate

Project Duration: 20 Months

Project SF: 14,174

Estimator: SR

Revision: 3

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Description	Quantity	Unit \$	Total \$	\$ per SF
HVAC DUCTWORK	SUB	0.00	0	\$0.00
ADDED DUCTWORK IN NATATORIUM	1 SUB	14,821.00	14,821	\$1.05
ADDED FITTINGS / ELBOWS, GRD'S	1 SUB	3,782.00	3,782	\$0.27
SUPPLY, RETURN, RELIEF AND OUTDOOR AIR DUCTWORK	INCLUDED	0.00	0	\$0.00
FIBER DUCTWORK IN NATATORIUM	INCLUDED	0.00	0	\$0.00
DUCT LINER	INCLUDED	0.00	0	\$0.00
DUCT TESTING PER SMACNA	INCLUDED	0.00	0	\$0.00
SMACNA DUCT CLEANLINESS FOR NEW CONSTRUCTION	INCLUDED	0.00	0	\$0.00
HVAC DUCT INSULATION	SUB	0.00	0	\$0.00
AIR DISTRIBUTION & DEVICES	INCLUDED	0.00	0	\$0.00
GRILLS, REGISTERS AND DIFFUSERS	INCLUDED	0.00	0	\$0.00
RETURN AIR TRANSFERS	INCLUDED	0.00	0	\$0.00
HVAC DAMPERS	INCLUDED	0.00	0	\$0.00
MANUAL VOLUME DAMPERS	INCLUDED	0.00	0	\$0.00
FIRE / SMOKE DAMPERS	INCLUDED	0.00	0	\$0.00
LOUVERS	INCLUDED	0.00	0	\$0.00
MISC. EQUIPMENT	SUB	0.00	0	\$0.00
ADDED FCU-4-1B AND FCU 5-1B	1 SUB	17,076.00	17,076	\$1.20
ADDED UNIT HEATER IN POOL EQUIPMENT ROOM	INCLUDED	0.00	0	\$0.00
ACCU-1 & FCUS	INCLUDED	0.00	0	\$0.00
UNIT HEATER / CABINET HEATERS	INCLUDED	0.00	0	\$0.00
ELECTRIC DUCT HEATERS	INCLUDED	0.00	0	\$0.00
TEST & BALANCE	SUB	0.00	0	\$0.00
HVAC CONTROLS AND LV CONTROL WIRING	SUB	0.00	0	\$0.00
ADDED CONTROL POINTS, INCREASED CONTROL COSTS FROM SUPPLIER	1 SUB	29,931.00	29,931	\$2.11
<b>TOTAL HVAC SYSTEM</b>			<b>\$1,893,755</b>	<b>\$133.61</b>
<b>Total Division 23 HVAC</b>			<b>\$1,893,755</b>	

**Division 26 ELECTRICAL****ELECTRICAL**

CONTRACT 26A - ELECTRICAL SYSTEMS	1 SUB	1,605,939.00	1,605,939	\$113.30
ADJUSTED SCOPE IN 100% CD'S		0.00	0	\$0.00
SWITCH FROM 2000 AMP GEAR/WIRING TO 1600 AMP	(1) SUB	255,487.00	(255,487)	-\$18.03
<b>TOTAL ELECTRICAL</b>			<b>\$1,350,452</b>	<b>\$95.28</b>
<b>Total Division 26 ELECTRICAL</b>			<b>\$1,350,452</b>	

**Division 27 COMMUNICATIONS****COMMUNICATIONS**

PARTIAL CONTRACT 27A - COMMUNICATIONS	1 SUB	43,741.00	43,741	\$3.09
UPS SYSTEMS	NOT INCLUDED	0.00	0	\$0.00
<b>TOTAL COMMUNICATIONS</b>			<b>\$43,741</b>	<b>\$3.09</b>
<b>Total Division 27 COMMUNICATIONS</b>			<b>\$43,741</b>	

**Division 28 ELECTRONIC SAFETY & SECURITY****SECURITY SYSTEMS**

PARTIAL CONTRACT 27A - COMMUNICATIONS	1 SUB	14,718.00	14,718	\$1.04
ACCESS CONTROL SYSTEM CABLING	INCLUDED	0.00	0	\$0.00
VIDEO SURVEILLANCE CABLING	INCLUDED	0.00	0	\$0.00
SCOPE GAP INFILL		0.00	0	\$0.00
UPGRADE TO CAT-6 CABLE AT 20 EA EXISTING CAMERAS	1 SUB	12,181.00	12,181	\$0.86
ALLOWANCE 16 - ACCESS CONTROL AND SURVEILLANCE EQUIPMENT	1 ALLOWANCE	25,000.00	25,000	\$1.76
<b>TOTAL SECURITY SYSTEMS</b>			<b>\$51,899</b>	<b>\$3.66</b>

**FIRE DETECTION AND ALARM SYSTEM****Fire Alarm**

DESIGN AND ENGINEERING	W. DIV. #26	0.00	0	\$0.00
<b>TOTAL FIRE DETECTION AND ALARM SYSTEM</b>			<b>\$0</b>	<b>\$0.00</b>
<b>Total Division 28 ELECTRONIC SAFETY AND SECURITY</b>			<b>\$51,899</b>	

**Division 31 EARTHWORK****RAMMED AGGREGATE PIERS**

CONTRACT 31A - RAMMED AGGREGATE PIERS	1 SUB	83,500.00	83,500	\$5.89
SCOPE GAP INFILL		0.00	0	\$0.00
PIER SPOILS REMOVAL	25 CUYD	150.00	3,750	\$0.26
PIER PROTECTION DURING PIPING AND POOL CONSTRUCTION	1 LSUM	4,218.49	4,218	\$0.30
<b>TOTAL RAMMED AGGREGATE PIERS</b>			<b>\$91,468</b>	<b>\$6.45</b>

**EROSION CONTROL**

FCI PLUG NUMBERS		0.00	0	\$0.00
VTC	1 EACH	2,800.00	2,800	\$0.20
REFRESH VTC	2 EACH	439.93	880	\$0.06
SILT FENCING	882 LNFT	2.11	1,861	\$0.13
ECO PANS - 2.5 CUYD	50 EACH	440.20	22,010	\$1.55
DELIVERY AND PICK-UP	1 LSUM	786.08	786	\$0.06
INLET PROTECTION	1 EACH	125.77	126	\$0.01
CURB SOCKS	5 EACH	87.99	440	\$0.03
SKIDSTEER, W/ ATTACHMENTS AND FUEL	2 MONTHS	3,716.65	7,433	\$0.52
EROSION CONTROL MAINTENANCE	100 MHRS	49.36	4,936	\$0.35
DUST CONTROL	3 MONTHS	2,252.49	6,757	\$0.48
SNOW REMOVAL (3 EVENTS)	40 MHRS	49.36	1,974	\$0.14
STORM WATER PERMIT PER YEAR	1 YEAR	439.93	440	\$0.03
STORM WATER MANAGEMENT PLAN	1 EACH	1,500.00	1,500	\$0.11
<b>TOTAL EROSION CONTROL</b>			<b>\$51,943</b>	<b>\$3.66</b>

**SITE DEMOLITION**

PARTIAL CONTRACT 31B - SITE DEMOLITION	1 SUB	46,694.00	46,694	\$3.29
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
ADDED 4 EA TREE DEMO - 100% CD'S	1 SUB	8,412.00	8,412	\$0.59
LIGHT POLE BASES	N/A	0.00	0	\$0.00
SCOPE GAP INFILL		0.00	0	\$0.00
FINAL DEBRIS REMOVAL	1 LSUM	1,184.60	1,185	\$0.08
PROTECTION OF EXISTING SITE	1 LSUM	1,504.00	1,504	\$0.11
<b>TOTAL SITE DEMOLITION</b>			<b>\$57,795</b>	<b>\$4.08</b>

**EARTHWORK**

PARTIAL CONTRACT 31B - EARTHWORK	1 SUB	449,001.00	449,001	\$31.68
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
GRAVEL BACKFILL AT FOUNDATION OVER DEMOLISHED POOL FOOTPRINT 10/S-301	1 SUB	23,469.00	23,469	\$1.66
SCOPE GAP INFILL		0.00	0	\$0.00
MICRO PILE SHORING AT EXISTING BUILDING FOUNDATION	50 LNFT	645.00	32,250	\$2.28
LEVELING AT RAMMED AGGREGATE PIER LOCATIONS	146 EACH	52.41	7,652	\$0.54
FCI SELF-PERFORM WORK		0.00	0	\$0.00
SKIDSTEER, W/ ATTACHMENTS AND FUEL	2 MONTHS	3,716.65	7,433	\$0.52
GROUND HEATER AND FUEL	1 MONTHS	8,252.15	8,252	\$0.58
HANDWORK	10 DAYS	394.87	3,949	\$0.28
EXPORT UTILITY SPOILS	W/UTILITIES	0.00	0	\$0.00
DEWATERING	EXCLUDED	0.00	0	\$0.00

Project Name: Swansea Indoor Pool and Rec Center Renovation

Estimate Type: 100% CD Estimate

Revision: 3

Project Duration: 20 Months

Printed On: 3/14/24 9:41 AM

Project SF: 14,174

Estimator: SR

Description	Quantity	Unit \$	Total \$	\$ per SQFT
<b>TOTAL EARTHWORK</b>			<b>\$532,006</b>	<b>\$37.53</b>
<b>Total Division 31 EARTHWORK</b>			<b>\$733,212</b>	
<b>Division 32 EXTERIOR IMPROVEMENTS</b>				
<b>ASPHALT PAVING</b>				
CONTRACT 32A - ASPHALT PAVING	1 SUB	72,665.00	72,665	\$5.13
ALLOWANCE 9 - REPAIR OUR LADY OF GRACE CHURCH WEST PARKING LOT TO ORIGINAL STATE	1 ALLOWANCE	134,000.00	134,000	\$9.45
ALLOWANCE 10 - SEAL COAT AND STRIP OUT LADY OF GRACE EAST PARKING LOT	1 ALLOWANCE	15,000.00	15,000	\$1.06
CONTRACT 32B - PAVEMENT MARKINGS AND SITE SIGNAGE	1 SUB	9,440.00	9,440	\$0.67
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
PRECAST BUMPER BLOCKS	1 SUB	3,375.00	3,375	\$0.24
<b>TOTAL ASPHALT PAVING</b>			<b>\$234,480</b>	<b>\$16.54</b>
<b>SITE CONCRETE</b>				
PARTIAL CONTRACT 3A - CONCRETE SITE WORK	1 SUB	145,184.00	145,184	\$10.24
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
DELETED SIDEWALK - 694 SQFT	(1) SUB	5,898.00	(5,898)	-\$0.42
12" W x 6' T MOW BAND AT FENCING - 352 LNFT	1 SUB	6,200.00	6,200	\$0.44
THICKENED EDGE ABUTTING ASPHALT - 225 LNFT	1 SUB	2,792.00	2,792	\$0.20
ALLOWANCE 11 - DAMAGED SIDEWALK REPAIR	1 ALLOWANCE	7,500.00	7,500	\$0.53
FCI SELF-PERFORM WORK		0.00	0	\$0.00
SKIDSTEER, W/ ATTACHMENTS AND FUEL	1 MONTHS	3,716.65	3,717	\$0.26
ECO PANS - 2.5 CUYD	7 EACH	419.24	2,935	\$0.21
<b>TOTAL SITE CONCRETE</b>			<b>\$162,430</b>	<b>\$11.46</b>
<b>MONUMENT SIGN</b>				
NO SCOPE ANTICIPATED		0.00	0	\$0.00
<b>TOTAL MONUMENT SIGN</b>			<b>\$0</b>	<b>\$0.00</b>
<b>LANDSCAPING AND IRRIGATION</b>				
CONTRACT 32C - LANDSCAPING AND IRRIGATION	1 SUB	53,334.00	53,334	\$3.76
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
ADDED PLANTINGS, SOD IN LIEU OF SEED	1 SUB	26,825.00	26,825	\$1.89
SCOPE GAP INFILL		0.00	0	\$0.00
CAP / DEMO IRRIGATION	1 LSUM	3,500.00	3,500	\$0.25
PLANTER SOIL	1 LSUM	6,475.00	6,475	\$0.46
MAINTENANCE - 329700 SPEC STATES THIS IS TO BE THROUGH A SEPARATE CONTRACT	EXCLUDED	0.00	0	\$0.00
META EDGER - NOT ALLOWED PER CITY OF DENVER PARKS	EXCLUDED	0.00	0	\$0.00
FCI SELF-PERFORM WORK		0.00	0	\$0.00
TREE PROTECTION	35 EACH	311.39	10,899	\$0.77
TREE REPLACEMENT	EXCLUDED	0.00	0	\$0.00
ALLOWANCE 12 - DAMAGED LANDSCAPING/IRRIGATION REPAIR	1 ALLOWANCE	15,000.00	15,000	\$1.06
ALLOWANCE 13 - MOISTURE MONITORING AND WATERING OF EXISTING TREES	1 ALLOWANCE	4,294.18	4,294	\$0.30
ALLOWANCE 14 - REPAIR DAMAGE TO BALL FIELD USED FOR LAYDOWN AREA TO ORIGINAL STATE	1 ALLOWANCE	50,000.00	50,000	\$3.53
ALLOWANCE 15 - HYDROVAC AND AIRSPADE AT TREE PROTECTION ZONE	1 ALLOWANCE	45,000.00	45,000	\$3.17
<b>TOTAL LANDSCAPING AND IRRIGATION</b>			<b>\$215,327</b>	<b>\$15.19</b>
<b>FENCES AND GATES</b>				
CONTRACT 32D - FENCING AND GATES	1 SUB	48,175.00	48,175	\$3.40
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
6'0" CHAIN LINK FENCE	1 SUB	14,825.00	14,825	\$1.05
<b>TOTAL FENCES AND GATES</b>			<b>\$63,000</b>	<b>\$4.44</b>
<b>RETAINING WALLS</b>				
NO SCOPE ANTICIPATED		0.00	0	\$0.00
<b>TOTAL RETAINING WALLS</b>			<b>\$0</b>	<b>\$0.00</b>
<b>SITE AMENITIES</b>				
CONTRACT 32E - SITE AMENITIES	1 SUB	126,306.53	126,307	\$8.91
FCI SELF-PERFORM WORK (LABOR ONLY)		0.00	0	\$0.00
INSTALL MONOLINE 82" COMMUNITY TABLE & BENCHES	2 EACH	84.00	168	\$0.01
INSTALL MONOLINE 112" COMMUNITY TABLE - ADA & BENCHES	1 EACH	84.00	84	\$0.01
INSTALL ALPINE CASCADE CHAISE	5 EACH	84.00	420	\$0.03
INSTALL MONOLINE TRASH RECEPTACLES PATIO	1 EACH	84.00	84	\$0.01
INSTALL PLANTER SYSTEM AT BACK OF 'BLEACHERS'	36 LNFT	84.00	3,024	\$0.21
INSTALL HIGH 'BLEACHERS' - ALUMINUM FRAME W/2" X 4" SLAT DECKING	130 SQFT	84.00	10,920	\$0.77
INSTALL LOW 'BLEACHERS' - ALUMINUM FRAME W/2" X 4" SLAT DECKING	60 SQFT	84.00	5,040	\$0.36
RELOCATE BIKE RACKS	9 EACH	231.55	2,084	\$0.15
FCI SELF-PERFORM LABOR AND MATERIALS		0.00	0	\$0.00
WAUSAU TILE SITE RECEPTACLES ENTRY	1 EACH	1,946.00	1,946	\$0.14
BIKE FIXIT STATION	1 EACH	2,897.00	2,897	\$0.20
<b>TOTAL SITE AMENITIES</b>			<b>\$152,974</b>	<b>\$10.79</b>
<b>Total Division 32 EXTERIOR IMPROVEMENTS</b>			<b>\$828,211</b>	
<b>Division 33 UTILITIES</b>				
<b>SITE UTILITIES</b>				
CONTRACT 33A - SITE UTILITIES	1 SUB	440,085.00	440,085	\$31.05
WATER LINE	INCLUDED	0.00	0	\$0.00
ADJUSTED SCOPE IN 100% CD'S		0.00	0	\$0.00
REDUCE FIRE SERVICE LINE TO 6" FROM 8"				
WATER METER	(1) SUB	2,760.00	(2,760)	-\$0.19
SCOPE GAP INFILL		0.00	0	\$0.00
EXPORT UTILITY SPOILS	1 LSUM	41,437.00	41,437	\$2.92
STREET OCCUPANCY PERMIT	1 LSUM	16,107.00	16,107	\$1.14
PEDESTRIAN SIGNAGE FOR RE-ROUTING DURING UTILITY CONSTRUCTION	1 LSUM	3,546.49	3,546	\$0.25
TRAFFIC CONTROL	10 DAYS	1,961.73	19,617	\$1.38
SANITARY SEWER		INCLUDED	0.00	\$0.00
ADDED SCOPE IN 100% CD'S		0.00	0	\$0.00
4' DIA. SANITARY MANHOLE		0.00	0	\$0.00
STORM SEWER	1 SUB	9,892.00	9,892	\$0.70
ADJUSTED SCOPE IN 100% CD'S		INCLUDED	0.00	\$0.00
CHANGE IN MATERIAL COSTS		0.00	0	\$0.00
<b>TOTAL SITE UTILITIES</b>			<b>\$526,689</b>	<b>\$37.16</b>
<b>Total Division 33 UTILITIES</b>			<b>\$526,689</b>	

Subtotal: \$18,113,435

## ALTERNATE SUMMARY

**Swansea Indoor Pool and Rec Center Renovation**

Project Location: 2650 E. 49th Avenue Denver, CO 80216  
 Estimate Type: 50% CD GMP  
 Estimator: SR

Revision: 3

Printed On: 3/14/24 9:41 AM  
 Project SF: 14,174

Description	Total Cost	Status	Decision By	Construction Date
Alternate 01: Tubular Daylight Devices in Existing Rec Center	\$ 28,422	Accept or Reject	9/1/2024	3/1/2025
Alternate 02: Roof Access from Rec Center Mechanical Room	\$ 26,671	Accept or Reject	3/1/2024	10/1/2024
Alternate 03: Provide On-Demand Obstacle Course	\$ 343,504	Accept or Reject	5/1/2024	5/1/2025
Alternate 04: Existing Rec Center Gym Re-Roofing (Deck 1)	\$ 205,694	Accept or Reject	3/1/2024	3/1/2025
Alternate 05: Glazed CMU in lieu of High Performance Paint in Natatorium	\$ 96,872	Accept or Reject	GMP DATE	6/1/2024
Alternate 06: Replace Existing Recreation Center Windows	\$ 80,823	Accept or Reject	3/1/2024	2/1/2025
Alternate 07: Diamond-Brite or Approved Equal in lieu of EcoFinish at Pool Shell	\$ (84,295)	Accept or Reject	3/1/2024	9/1/2025
Alternate 08: Custom Acoustic Wall Panels in Natatorium	\$ 27,532	Accept or Reject	GMP DATE	6/1/2025
Alternate 09: Reception Desk Lighting	\$ 2,942	Accept or Reject	3/1/2024	2/1/2025
Alternate 10: Trophy Shelf Lighting	\$ 5,623	Accept or Reject	3/1/2024	2/1/2025
Alternate 11: Vault Placement with Waterline Entry at South Mechanical Room		Accepted - in 100% CD's		
Alternate 12: Waterline Entry at South Mechanical Room w/Interior Meter	\$ (48,424)	Rejected		
Alternate 13: Laminate Film in lieu of Smash Resistant Film	\$ (45,309)	Accept or Reject	GMP DATE	6/1/2024
Alternate 14: Subcontractor Bonds in lieu of Subcontractor Default Insurance	\$ 55,446	Accept or Reject	GMP DATE	6/1/2024
Alternate 15: Delete Full-Time On-Site Safety Supervisor (Pending ROCIP Acceptance)	\$ (476,064)	Accepted during GMP Negotiations	GMP DATE	GMP DATE

## Exhibit 02 – REV2

### SWANSEA RECREATION CENTER NATATORIUM ADDITION

#### CONSTRUCTION CLARIFICATIONS AND ASSUMPTIONS

Our 100% Construction Documents Estimate dated 1/12/2024 is based on plans and specifications dated 11/14/2023 provided by HDR Architects.

This document is intended to complement the information provided in the detailed estimate.

- All costs are based on standard workdays, eight hours per day, five days per week.

To the extent possible, products by specified basis-of-design manufacturers have been included. Use of comparable products or acceptable manufacturers as identified in the project specifications is considered to be in conformance with the project requirements.

Our estimate is based on a construction start of May 2024 and construction completion in December 2025.

All materials are assumed to be selected from the manufacturer's standard colors unless otherwise noted.

Alternates – Please see attached Alternate Summary

Allowances

- Allowance 1, \$51,480 – Winter Protection / Winter Conditions
- Allowance 2, \$15,000 – Address Envelope Consultant Review Comments
- Allowance 3, \$25,000 – Truss connection to existing building new wall tie-in
- Allowance 4, \$5,000 – Framing/Sheathing required for Mock-Up
- Allowance 5, \$32,250 – Grinding of slab to meet required slopes
- Allowance 6, \$4,750 - Safety Mirrors in Locker Rooms/Natatorium
- Allowance 7, \$4,500 – Residential Appliances
- Allowance 8, \$134,000 – Repair Our Lady of Grace Church West lot
- Allowance 9, \$15,000 – Sealcoat and Restripe Our Lady of Grace East lot
- Allowance 10, \$3,500 – AF1 Graphic Wall Covering
- Allowance 11, \$7,500 – Damaged Sidewalk Replacement
- Allowance 12, \$15,000 – Damaged Landscaping/Irrigation Repair
- Allowance 13, \$4,294 – Moisture monitoring and watering existing trees
- Allowance 14, \$50,000 – Repair damaged ball field used for laydown area
- Allowance 15, \$45,000 – Hydrovac and Airspade at Tree Protection Zone
- Allowance 16, \$25,000 – Access Control and Surveillance Equipment

#### General Notes

- The 100% CD Estimate includes 2% Bid Contingency, and 3% Contractor's Contingency.
  - We are no longer carrying design contingency in our estimate.
  - Bid Contingency shall be used for any discrepancies that arise after the GMP is delivered and shall be used at the discretion of the CMGC for estimating inaccuracies, scope gaps changes, other adjustments necessary to cover the costs of the buyout process. Unused Bid

Contingency will roll over to Contractors Contingency at the completion of buyout.

- Contractor Contingency is to be used per the contract agreement.
- Sales tax is included at 4.81%
- Diversity business goals apply to this project
  - MWBE goal of 21%
  - Workforce Development/Apprenticeship goal of 15%
- City of Denver prevailing wages are included and are based on General Wage Decision No. CO20230020 published Friday May 23, 2023.
- We have assumed construction access by the use of a temporary 'easement' provided by Our Lady of Grace Church through their West parking lot. If this agreement is not accepted, FCI reserves the right to be reimbursed for the impact this may cause.

#### Division 01 – General Requirements

- We have included the gap in coverage for General Liability Insurance that is not covered in the owner's ROCIP insurance.
- Temporary utility costs (Gas, electric, telephone) are included
- Grading and stormwater permit fees are included
- Supervision, Travel Costs and Temporary Facilities for the project duration are included
- Weather Protection and Temp Heating are included in an allowance above
- Clean up and Recycling costs are included
- Recycling of construction debris to the maximum extent possible is included
- Building mock-up is included
- We have not included any costs for the City of Denver Building Department review comments
- We have Excluded a Full-Time On-Site Safety Supervisor with the acceptance of Alternate 15.
  - FCI will provide safety supervision on the project using an FCI standard/typical safety plan specific to the Swansea Recreation Center site. The safety supervision will be a combination of our full-time on-site Superintendent, weekly visits from our Regional Safety Manager, and we will require that all subcontractors on site comply with the FCI Safety Plan.

#### Division 02 – Existing Conditions

- Futsal court and fence demolition are by owner, including removal from site and disposal costs
- Hazardous material abatement is not included

#### Division 03 – Concrete

- Epoxy coated rebar is included in pool deck slabs and locker rooms only
- Pump pit and backwash pit foundation and walls are covered here. Surge tank is by pool contractor

#### Division 04 – Masonry

- Alternate for Glazed CMU in Natatorium provided in Alternate Summary
- Trash Enclosure structure is not shown and is not included

#### Division 05 – Steel

- Acoustical deck included in Natatorium only

- IAS accreditation or certification is not included
- AISC Certified fabricator and erector are included

#### Division 06 – Carpentry

- Temporary enclosures at exterior openings are included
- Scaffolding for work above pool is included in this division
- Moisture resistant MDF is not included

#### Division 07 – Waterproofing and Roofing

- Flood testing of roof

#### Division 08 – Doors and Windows

- Curtain wall style windows are included at all exterior window locations, storefront frames included at interior only
- Alternate manufacturer to basis of design is included - Clopay
- Thermochromic glazing is not included
- Bullet resistant frames and glass are not included

#### Division 09 – Finishes

- We have included the removal and replacement of the acoustic ceilings at the existing recreation center required for modification to the sprinkler system. ACT quantities were based on Sheet AD-150 Demolition RCP Level 01.
- Moisture testing, floor preparation and floor protection included as required
- Graffiti coatings are included to 16' high above finished grade at exterior masonry walls, and 16' high above finished grade at metal wall panels

#### Division 10 – Specialties

- Installation of owner furnished accessories is included
- Corner guards or permanent wall protection are not included

#### Division 11 – Equipment

- We have included an allowance for residential appliances (see above). Specifications for appliances were not provided

#### Division 12 – Furnishings

- Pricing for Nylon entrance tile is included in Division 9 with the Flooring contractor
- Window treatments are not included

#### Division 13 – Swimming Pools

- We exclude the requirements in Specification Section 13 11 00 Swimming Pools, Part 3.5 Water Tightness Test, ACI – 350.1-10 Section 2.
  - FCI will adhere to the 'Water Tightness Compliance Path' specification to be added to the contract documents. See attached Exhibit C
- We have included costs for structural design to allow scaffolding to be placed on the pool floor for overhead work access
- Echo testing if required is excluded and to be by Owner
- We have not included Shotcrete Test Panels per 13 11 02, Section 3.11, Part D. We are providing a 12' x 12' mock-up panel per Section 1.08, Part A. 1.

#### Division 14 – Conveyance

- Not Used

#### Division 21 – Fire Suppression

- We have assumed adequate water pressure for the fire sprinkler system, and have excluded a fire pump
- Seismic protection or design is not included

#### Division 22 – Plumbing Systems

- Drinking fountain in Natatorium and Bottle Filler in Reception 102 are included
- We have assumed adequate water pressure for domestic water systems, and have excluded a domestic water pump system
- Point of use electric water heaters are not included
- Permanent dewatering system is not included

#### Division 23 – HVAC Systems

- Duct cleaning of existing is not included, however we have included protection
- We have included Innovent & Trane Mechanical equipment package with Trane Controls
- Supply & return ductwork connected to PDU-1 does not include liner
- Condensate drain serving fan coils are assumed to terminate at nearest plumbing fixture
- Any work associated with line set chases is not included

#### Division 26 – Electrical

- Infrastructure for electric car charging station, and installation of owner provided unit are included
- Inverter shown in One-Line Diagram is not included
- UPS system is not included
- Cathodic protection is not included
- Lightning protection system is not included
- Electrical system circuit tracing & metering study is not included
- We have not included new site lighting

#### Division 27 – Communications

- Access control devices are not included and are by Owner
- Surveillance system devices are not included and are by Owner
- Wireless Access Point devices are not included and are by Owner
- DAS systems are not included
- PA or Intercom systems are not included

#### Division 28 – Electronic Safety & Security

- Purchase and install devices for security access control system are included in Allowance 16
- Purchase and install devices for surveillance cameras are included in Allowance 16

#### Division 31 – Earthwork

- Rammed aggregate piers are included under pool structures only

- Please note the Geotechnical Report cautions that up to 1" of movement is possible in 5' over-excavation soil mitigation areas. FCI will not be responsible for removal/replacement within this tolerance
- We have included an 18" 'Load Transfer Platform' between the Rammed Aggregate Piers and the pool slab per RAP engineers' recommendation
- Micro pile shoring is included for over-excavation activities at building tie-in to existing Recreation Center
- Costs for Chemical subgrade stabilization are not included
- Costs for Rock excavation and blasting are not included
- Temporary dewatering costs as required for any and all excavations are not included

#### Division 32 – Exterior Improvements

- 1-year landscape maintenance is not included
- Costs for Temporary irrigation is only included for planting affected by those existing irrigation systems that have been demolished for new construction
- Costs for Rock excavation and blasting are not included

#### Division 33 – Utilities

- We have assumed the need to close 49th Street directly in front of the North entrance to the facility for one week and have included a street closure cost
- Dewatering for utility work is not included
- Rock excavation and blasting is not included
- Permanent water meter provided by Owner

#### Summary of Items Not Included in FCI's Proposal which are Anticipated to be By Owner or Others:

- Owner administrative costs or fees
- Legal fees or expenses
- F.F.&E. items (Furniture, Fixtures and Equipment) except for those items shown as Contractor Furnished/Contractor Installed on IF-101
- Artwork or exhibits
- Owner's Contingency. FCI recommends the Owner carry an Owner Contingency separate of the Contingencies noted above
- Architectural/Engineering Design costs
- Geotechnical report costs
- Material Testing or Special Inspections
- Shotcrete Testing of mock-up panel and in-place work
- Third Party commissioning costs, however we have included assistance and coordination with the owner provided vendor
- Building permit and plan review fees are by owner
- ROCIP Insurance plan
- Building Department comments to permit submitted documents (100% CD's)
  - FCI recommends the owner carry a contingency for this
- Demolition and Abatement of Futsal Court are by owner
- Demolition of Fence at Futsal Court are by owner
- Salvage and storage of existing Rec Center appliances, lockers, computers
- Surveillance cameras and associated head end equipment
- All Phone systems (specifications not provided)
- Initial site survey

- As-built survey for use in title work (Alta survey)
- Backbone / fiber cabling to building MDF
- Initial Costs for Building testing per Specification Section 01 91 17
- Builders Risk Insurance
- Deductibles for Builder's Risk, if required
- Defibrillator units
- Digital visual display surfaces (IE: "smartboards")
- Dry utilities service lines to on-site termination point (gas service, electrical service and phone/data service)
- Electrical service to primary transformer and service design fees
- Exterior horns / annunciation speakers (not indicated)
- Fees associated with LEED or any other building certification
- Fiber and / or copper patch cords
- Health department application / review fees
- Locks at lockers
- Providing or installing Wireless Access Point (WAP) devices
- Vending machines
- Interior plants
- Sidewalk closure permits and fees
- Traffic control that is considered permanent and not concluded at the end of each day. We have not included overnight supervision of traffic control or any supervision beyond completion of construction.
- Emergency Responder Systems
- Tree replacement of trees not included or shown in L-100 Tree Preservation & Protection Plan
- Full-Time On-Site Safety Supervisor



## EXHIBIT R

Trust • Hard Work • Honest • Professional

May 23, 2024

**Mr. Matt Young**  
**Sr. Project Manager**  
**Department of Transportation and Infrastructure**  
**City & County of Denver**  
201 West Colfax Ave.  
Denver, CO 80202

Re: City and County of Denver  
Swansea Recreation Center Indoor Pool  
CCD Contract # 202473833

Dear Mr. Young,

FCI Constructors, Inc. presents the following scope of work that includes, but is not limited to the following:

- General cleaning
- Safety
- Winter protection
- Selective demolition
- Miscellaneous concrete
- Rough carpentry blocking/backing
- Materiel handling
- General coordination
- Miscellaneous caulking
- Finish protection
- Miscellaneous firestopping
- Door, frame, window, and hardware unload, sort, stock, and misc. prep
- Stormwater maintenance and erosion control
- Site furnishings install

Please reach out if there are any questions on this.

Sincerely,

A handwritten signature in blue ink, appearing to read 'jeff' followed by a stylized surname.

Jeff Erker  
Sr. Vice President

## EXHIBIT S

### City and County of Denver (CCD) Insurance Requirements including participation in the CCD Rolling Owner Controlled Insurance Program (ROCIP)

#### **1. General Information**

The City and County of Denver has arranged for certain construction activities to be insured under a Rolling Owner Controlled Insurance Program (ROCIP). A ROCIP is a single insurance program that insures the City and County of Denver, the Contractor and Subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the project site. Certain trade contractors and subcontractors are ineligible for this program. See Excluded Parties under the definitions section 3.8.F for a complete list of excluded parties. Insurance requirements will be determined based on the scope of work.

**Important! As required in the ROCIP Safety Manual, section 4.1, Contractors must assign a full-time safety professional, meeting the qualifications stated in section 41.B, to monitor the safety of their employees and subcontractors operating under the scope of work for the contract. This employee is to be dedicated full-time to workplace safety, with no other duties assigned. Safety representatives assigned to the project must be approved by the ROCIP Safety Team, with qualifications sent to the ROCIP safety team at least 30 days prior to work beginning. Per section 4.2, Subcontractors of any tier must assign a fulltime safety professional if manpower on the site exceeds 50 employees.**

	ROCIP <sup>1</sup>	Auto Liability	Off-site WC	Off-Site General Liability	On-Site WC	On-Site General Liability	Professional Liability	Contractor Pollution Liability
Pre-construction and site wide professional services		√	√	√	√	√	√	
Construction	√	√	√	√				

<sup>1</sup> ROCIP coverage to include on-site WC, on-site General Liability, Builders' Risk, and Contractors Pollution Liability

<sup>2</sup> Coverage to be based on scope of work. ROCIP not applicable to contractors providing work as described under Excluded Parties

#### **2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Excluded Parties)**

Contractor and each Subcontractor and its lower-tier subcontractors shall require all Excluded Parties, as defined in section 3.8.F, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement. Such insurance shall include listed coverages below, at minimum. For all coverages, the City and County of Denver, its elected and appointed officials, employees and Volunteers; RTD and its members, directors, officers, employees, and agents shall be included as an additional insured (except Workers' Compensation and Professional Liability).

**Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per

occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims

**Commercial General Liability:** 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 policy aggregate, with the City and County of Denver, included as Additional Insured. Policy must not contain an exclusion omitting or limiting coverage when location is covered by a consolidated insurance (Wrap Up) insurance program.

-Contractors performing construction work within fifty (50) feet of RTD's light rail or commuter rail alignment must have the Contractual Liability – Railroads (ISO CG 24 17) endorsement added to the policy. This endorsement shall provide that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including a "Contractual Liability - Railroads" endorsement to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is separately purchased.

**Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**Professional Liability (Errors & Omissions):** All Contractors and Subcontractors performing design, engineering, or pre-construction work shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**Contractors Pollution Liability:** All Contractors and Subcontractors performing demolition, trenching, or excavation work 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. Policy shall a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

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### **3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors**

**3.1 Insurance Provided by the CCD ROCIP.** The City retains the right to have this Project insured under an Owner Controlled Insurance Program (CCD ROCIP). Coverage under such CCD ROCIP shall be provided for Workers' Compensation & Employer's Liability, General Liability, Excess Liability, Contractors Pollution Liability and Builders Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by the City except as otherwise provided herein.

**3.2 Enrollment Required.** Parties performing labor or services at the Project Site are eligible to enroll in the CCD ROCIP, unless they are Excluded Parties (as defined herein). Participation in the CCD ROCIP is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and use the forms provided in the CCD ROCIP Insurance Manual to enroll in the CCD ROCIP Insurance Program. When the Contractor and Subcontractors and lower-tier subcontractors are properly enrolled in the CCD ROCIP, the CCD ROCIP Administrator will issue or have issued to the Contractor, Subcontractor and lower-tier subcontractors, prior to their commencing Work on the Project Site, a Certificate of Insurance evidencing the coverages arranged by City.

**3.3 Exclusion of Contractor/Subcontractor Insurance Costs from Proposal and Bid Prices.** Contractor shall exclude from Contractor's cost of work, and ensure that each Subcontractor of every tier exclude from their cost

of work, normal costs for insurance without an ROCIP for those coverages provided under the CCD ROCIP. The calculation of these costs will be determined using the forms found in the CCD ROCIP Insurance Manual. The costs of CCD ROCIP Insurance Coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded other programs. Change orders shall also exclude the cost of ROCIP Coverage. Pre-employment substance abuse testing costs will be covered by the City and should be removed from bid prices. Drug testing will be more thoroughly discussed in the ROCIP Safety Manual.

**3.4 Insurance Premiums.** City will pay the insurance premiums for the CCD ROCIP Insurance Coverages. The City is responsible for all adjustments to the premiums and will be the sole beneficiary of all dividends, retroactive adjustments, return premiums, and any other monies due through audits or otherwise. The Contractor assigns to the City the right to receive all such adjustments and will require that each subcontractor of every tier assign to City all such adjustments. The Contractor and the Subcontractors who are Enrolled Parties shall execute such further documentation as may be required by City to accomplish this assignment.

**3.5 Off Site Operations.** The CCD ROCIP will provide certain insurance coverage for the City, Contractor and Enrolled Parties, along with their Eligible Employees performing Work at the Project Site. Off-site operations shall be covered only if designated in writing by the City and when all operations at such site are identified and solely dedicated to the Project. Contractors and Subcontractors are responsible to notify the CCD ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the site unless confirmed in writing by the CCD ROCIP Administrator.

**3.6 CCD ROCIP Insurance Manual.** As soon as practicable, a CCD ROCIP Insurance Manual will be sent to the Enrolled Party and will become a part of the Contract and Contractor's Subcontract with Subcontractor. The CCD ROCIP Insurance Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its Subcontractors and their lower-tier subcontractors also cooperate with the CCD ROCIP Administrator in providing all information as required in the CCD ROCIP Insurance Manual.

**3.7 Conflicts.** The descriptions of the CCD ROCIP Insurance Coverages set forth in this Section are not intended to be complete or meant to alter or amend any provision of the actual CCD ROCIP Insurance Policies. The CCD ROCIP Insurance Coverages and Exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages described in the CCD ROCIP Policies and the coverages summarized or described in the CCD ROCIP Insurance Manual, this Section or elsewhere in the Contract Documents, the Coverages and coverage amounts set forth in the actual CCD ROCIP Insurance Policies issued by the CCD ROCIP Insurers shall control. In the event of a conflict between the provisions of this Section and the CCD ROCIP Insurance Manual that does not involve any conflict with the provisions of the actual CCD ROCIP Policies issued by the CCD ROCIP Insurers, then the provisions of this Section shall govern.

### **3.8 Summary of Insurance Coverage**

**3.8.A Insurance Provided by the City.** Unless otherwise provided herein, prior to commencement of the Work, City, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring the City, Contractor, its Subcontractors and such other persons or interests as City may designate with limits not less than those specified below for each coverage.

#### **Workers' Compensation & Employer's Liability:**

Coverage: Statutory limits required by the Workers' Compensation Laws of the State of Colorado:

Part One:	Workers' Compensation:	Statutory Limits
Part Two:	Employer's Liability:	

Bodily Injury by Accident:	\$2,000,000 each accident
Bodily Injury by Disease:	\$2,000,000 each employee
Bodily Injury by Disease:	\$2,000,000 policy limit

**General Liability (excluding Automobile Liability and Professional Liability):**

Coverage: Third party personal injury, bodily injury and property damage liability

Limits of Liability:

Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Statute of Repose)	\$4,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$300,000
Medical Payments (any one person)	\$10,000

**Excess/Umbrella Liability Insurance (limits noted are minimum limits. The City may elect to provide higher limits, based on the size of the Project):**

Coverage: Written on a following form basis over the primary policies.

Minimum Limits of Liability:

Each Occurrence	\$150,000,000 or more
General Aggregate (Reinstates Annually)	\$150,000,000 or more
Products/Completed Ops Aggregate	\$150,000,000 or more

Products/Completed Operations coverage will extend to the statute of limitations/repose.

Excess Limits above the first \$150,000,000 may apply to all Projects placed under the CCD ROCIP.

**General Liability Insurance Claim Chargeback.** A claims charge-back will be assessed for the amount of any loss payable under the CCD ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily injury or property damage liability loss shall be responsible for payment of the charge-back. The charge-back will be calculated on the following sliding scale:

For each Contract per Occurrence:

\$1,000 for Enrolled Party with contracts up to \$100,000  
\$5,000 for Enrolled Party with contracts between \$100,001 and \$250,000  
\$10,000 for Enrolled Party with contracts between \$250,001 and \$500,000  
\$25,000 for Enrolled Party with contracts over \$500,000

**Contractors Pollution Liability Insurance:**

The City shall purchase Contractors Pollution Liability arising from claims for pollution incident arising from Work or services performed under contract at or from the designed project site.

Coverage: Liability or responsibility for unexpected and unintended pollution conditions resulting in bodily injury, property damage or environmental damage from pollution conditions caused by covered operations

including completed operations. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure.

**Limits of Liability:**

Each Loss:	\$10,000,000 or more
Policy Aggregate:	\$10,000,000 or more

Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

**Contractors Pollution Insurance Claims Chargeback.** A claims charge-back will be assessed for the amount of any loss payable under the Contractors Pollution. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the OCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

**Builder's Risk Insurance:**

The City shall purchase and maintain, Builder's Risk (and/or Installation Floater) in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis (as defined in the Builders' Risk Policy). Such builders risk insurance shall end when the first of the following occurs: 1) the City's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by the City.

Builders' Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This Builder's Risk Insurance shall cover portion of the Work stored off site, and also portions of the Work in transit.

The City and Contractor shall waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builders risk insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as fiduciary. The City or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, and they subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**Builder's Risk Insurance Claims Chargeback.** A claims charge-back will be assessed for the amount of any loss payable under the Builder's Risk Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This

includes all expenses or claim payments incurred by the CCD ROCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

**3.8.B Insurance provided by Enrolled Parties.** At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits:

**Commercial Automobile Liability Insurance** for contract work both occurring on-site and off-site with limits of liability not less than:

\$1,000,000 Combined Single Limit

This insurance must apply to all owned, leased, non-owned or hired vehicles to be used in the performance of work. Such insurance shall allow contractor to waive subrogation against the City and/or its representatives and all Contractors and Subcontractors prior to loss or shall include a waiver of the insurer's right of subrogation. Contractor hereby waives rights of subrogation against City and/or its representatives and all Contractors and Subcontractors. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

**Off-Site Workers' Compensation Insurance**, including Employer's Liability with minimum limits of:

\$1,000,000 Bodily Injury with Accident – Each Accident  
\$1,000,000 Bodily Injury with Disease – Policy Limit  
\$1,000,000 Bodily Injury with Disease – Each Employee

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract. Such insurance (where permissible by law) shall waive subrogation against the City and/or its representatives and all Contractors and Subcontractors.

**Off-Site Commercial General Liability Insurance** for Contract operations not physically occurring within the Project Site with a limit of liability not less than:

Primary Insurance

\$1,000,000 Each Occurrence  
\$1,000,000 Personal Injury and Advertising Injury  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate

Such policy shall include coverage for contractual liability assumed under the Contract, contractors' protective liability, and explosion, collapse and underground property damage hazards. The Policy Form should be CG 00 01 or equivalent. Contractor and Subcontractors of all tiers will be required to provide additional Insured status to the City for general liability policies in the name of:

THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS

The additional Insured status shall provide coverage for the Premises/Operations and Products/Completed Operations exposures and shall indicate that such coverage is primary to any insurance carried by the City.

**Professional Liability Insurance (if required based on scope of work)**

Contractor shall maintain a Professional Liability policy that shall be primary and non-contributory with any other coverage or self-insurance maintained by the City.

Limits of Liability:

Each Loss:

As required by contract

Policy Aggregate:

As required by contract

**3.8.C Contractor Warranties and Agreements**

**Accuracy of Contractor-provided Information.** Contractor warrants that all information submitted to the City or the CCD ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify the City or CCD ROCIP Administrator immediately in writing of any errors discovered during the performance of the work.

**Contractor Responsible To Review Coverage.** Contractor acknowledges that all references to CCD ROCIP Insurance policy terms, conditions, and limits of liability in this document, as well as the CCD ROCIP Insurance Manual, are for reference only. Contractor and its subcontractors are responsible for conducting their own independent review and analysis of the CCD ROCIP Insurance Coverages in formulating any opinion or belief as to the applicability to such coverage in the event of any loss or potential claim. Any type of insurance or increase of limits not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

**Audit.** Contractor agrees to make its records available for review and to cooperate with the insurers, the brokers, the City, the Auditor of the City, and the representatives of the aforesaid parties in the event of an audit. In the event that a City audit of Contractor's records, as permitted in the Contract or other CCD ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to City or CCD ROCIP Administrator, or reveals inclusion of costs for the CCD ROCIP Insurance Coverage in any payment for the work, City will have the right to deduct from payments due Contractor all such insurance costs as well as all audit costs.

**Insurance Costs Removed.** Contractor warrants that the Costs for insurance as provided under the CCD ROCIP were not included in Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order or any request for payment for the Work or extra work.

**3.8.D Contractor Obligations**

**CCD ROCIP Documents shall be provided to Subcontractors.** Contractor shall furnish each bidding Subcontractor, vendor, supplier, material dealer or other party a copy of this CCD ROCIP Exhibit and the CCD ROCIP Insurance Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

**Timely Enrollment Required.** Contractor shall enroll in the CCD ROCIP Insurance Program within five (5) days request by City or its CCD ROCIP Administrator. Contractor shall notify each Subcontractor of the procedure for enrolling in CCD ROCIP and confirm that enrollment is mandatory but not automatic. Contractor shall assure that Subcontractor and its lower-tier subcontractors shall not commence work until verification of enrollment is confirmed by the CCD ROCIP Administrator by the issuance of a Certificate of Insurance.

**Compliance with Conditions.** Contractor shall not violate any condition of the policies of insurance provided by City under the terms of this CCD ROCIP Exhibit or the CCD ROCIP Insurance Manual. All requirements imposed

by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each Subcontractor and their lower-tier subcontractors.

**Claims Cooperation.** Contractor shall participate in the claim reporting procedures of City's CCD ROCIP Insurance Program. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope of the Work required by the Contract, and to cooperate with the Insurer in all claims and demands which City's Insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its Subcontractors and their lower-tier subcontractors comply with any such request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

**Monthly Payroll Submission.** All Enrolled Parties shall submit monthly payrolls and worker-hour reports to City or CCD ROCIP Administrator on via the CCD ROCIP Administrators on-line Payroll Reporting System as outlined in the CCD ROCIP Insurance Manual. The on-line reporting instructions will be provided to all Contractors at time of enrollment into the CCD ROCIP Insurance Program. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. Payroll must be submitted on-line for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For those Subcontractors and lower-tier subcontractors performing Work under multiple Subcontracts, a separate payroll report is required for each Subcontract under which Work is being performed.

**Response to Information Requests.** All insurance underwriting, payroll, rating or loss history information requested by City or the CCD ROCIP Administrator shall be provided by the Contractor within three (3) business days of the request. Contractor agrees (and will require each Subcontractor to agree) that City, City's insurer or City's representative may audit the Contractor's or Subcontractor's records and the records of lower-tier subcontractors to confirm the accuracy of all insurance information provided, including, without limitation, any such information that may have any effect on insurance resulting from changes in the Work. At all times during performance of the Contract and Subcontracts, the Contractor, Subcontractor and lower-tier subcontractors shall cooperate with City, CCD ROCIP Administrator and CCD ROCIP insurers.

**Responsibility for Safety.** Notwithstanding the CCD ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work, including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations, or by the terms of the CCD ROCIP Safety Manual.

**Duty of Care.** Nothing herein shall relieve the Enrolled Parties of their respective obligations to exercise due care in the performance of their duties in connection with the Work or to complete the Work in strict compliance with this Contract and subsequent subcontracts.

### **3.8.E. Notices, Costs**

**Limitations on City Provided Coverage.** City assumes no obligations to provide insurance other than that evidenced by the policies referred to in Paragraph 3.1 and subparagraphs. City, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Paragraph 3.1 and the costs of such insurance shall be paid by City. The CCD ROCIP Insurance Program also does not cover Workers' Compensation claims or Commercial General Liability claims arising from "Off-Site Work."

**Contractors Responsible for Own Equipment.** Contractors' Equipment insurance for all construction tools and equipment whether owned, leased, rented, borrowed or used on work at the Project Site is the responsibility of the Contractor and/or Subcontractor, and the City shall not be responsible for any loss or damage to tools and equipment. This Contractors' Equipment insurance shall contain a waiver of subrogation against City and/or its representatives and all approved Contractors and Subcontractors. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless City and/or its representatives and other Enrolled Parties for damage to tools and equipment.

**No Release; No Waiver of Immunity.** The provision of the CCD ROCIP shall in no way be interpreted as relieving CM or any Subcontractor of any responsibility or liability under the Contract Documents, the CCD ROCIP Insurance Policies, or Applicable Laws, including, without limitation, Contractor's and Subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City, its officers, officials and employees.

**City Right to Withhold Payments.** In addition to any other rights of withholding that City may have under the Contract Documents, City has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any Subcontractor to comply with the requirements of this Exhibit or the CCD ROCIP Insurance Manual. City may withhold from any payment owing to Contractor the Costs of CCD ROCIP Insurance Coverages if included in a request for payment. Such withholding by City shall not be deemed to be a default under the Construction Contract. City shall withhold from Contractor the Costs of CCD ROCIP Insurance Coverages attributable to an increase in an Enrolled Party's total payroll for the Work over the amount reported to City and CCD ROCIP Administrator at time of enrollment in the CCD ROCIP Insurance Program.

**City Remedies.** Without limitation upon any of City's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit or the CCD ROCIP Insurance Manual shall be deemed a material breach of the Construction Contract, thereby entitling City, at its option, upon notice to Contractor, to suspend performance by Contractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) or terminate this Construction Contract for cause.

**Off-Site Storage.** Unless otherwise provided in the Contract Documents, the property insurance provided by the City shall not cover portions of the Work stored off the Site without written approval of the City. Contractor shall be responsible for reporting such property or work if ownership has been transferred to the City. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.

**Partial Occupancy.** Partial occupancy or use shall not commence until the insurance company or companies providing Builders Risk and/or Property Insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**City Right to Exclude Parties from the CCD ROCIP Insurance Program.** City reserves the right to exclude any Subcontractor from the CCD ROCIP Insurance Program, before or after enrollment by the Subcontractor into the CCD ROCIP Insurance Program. If City elects to exclude a Subcontractor from the CCD ROCIP Insurance Program, the Contractor will be responsible for ensuring the insurance coverages outlined in the Contractor's Subcontract Agreement are provided to the City or CCD ROCIP Administrator before the Subcontractor can begin or resume work on the Project.

**City's Right to Modify or Discontinue the CCD ROCIP Insurance Coverages.** If the City determines that modification or discontinuation of the ROCIP is in the best interest of all parties, the Contractor and Subcontractor will receive sixty (60) days notice to secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the RROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any Subcontractor to comply with the requirements of the Contract Documents or CCD ROCIP Reference Guide, the costs of such replacement insurance shall be deemed a Cost of Work for which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer issuing such replacement insurance shall be subject to the City's prior written approval.

**City Right to Purchase Other Coverages.** The City reserves the right at its option, and without obligation to do so, to furnish other insurance coverage of various types and limits if such coverage is not less than that specified in the Contract Documents to be provided by the City. Apart from the CCD ROCIP Insurance Coverages, the City may at its option purchase additional insurance coverages that insure the Project that may not necessarily insure the Contractor or the Subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.

### 3.8.F. Definitions

<b>Certificate of Insurance:</b>	Evidence of the insurance coverage afforded under the CCD ROCIP. Also, evidence of insurance coverage provided by Enrolled Parties for automobile liability, offsite exposures, and any additional insurance requirements that may be required by CCD.
<b>City:</b>	City and County of Denver (CCD)
<b>Contract:</b>	The written agreement between the City and County of Denver and Lead Contractor describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between a Contractor and any tier of subcontractor.
<b>Lead Contractor:</b>	The Contractor that the City and County of Denver enters directly into a formal Contract for work performed at the Project Site.
<b>Contractor insurance cost</b>	The Costs of ROCIP Coverage is defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to the ROCIP Program.
<b>Rolling Owner Controlled Insurance Program (ROCIP):</b>	A coordinated insurance program providing certain coverage, as defined herein, for the City, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
<b>Eligible Employees:</b>	Employees of Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
<b>Enrolled Parties:</b>	The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.

<b>Excluded Parties:</b>	Parties not covered by the ROCIP because of ineligibility. No insurance coverage provided by City under the ROCIP shall extend to the activities or products of the following: <ol style="list-style-type: none"><li>(1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s);</li><li>(2) Hazardous materials remediation, removal, or transportation companies and their consultants;</li><li>(3) Any architect, engineer or surveyor and their consultants except when approved by City;</li><li>(4) Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;</li><li>(5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;</li><li>(6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason;</li><li>(7) Persons or entities who are not enrolled parties or included as insureds within the policies;</li><li>(8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or</li><li>(9) Any other person or entity specifically excluded by City, in its sole discretion, from participation as Enrolled Parties.</li></ol>
<b>Insured:</b> (liability policies)	The City, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
<b>Insurers</b>	Those Insurance Companies providing the ROCIP insurance coverage. The Insurers will be identified in the ROCIP Manual.
<b>Net Bid:</b>	Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
<b>ROCIP Administrator:</b>	Arthur J. Gallagher, the insurance services firm selected by the City to administer the ROCIP and provide insurance brokerage services as required.

<b>ROCIP Manual</b>	A reference document provided to contractors of all tiers, which summarizes the terms and provisions of the ROCIP and provides information about compliance with ROCIP requirements.
<b>ROCIP Safety Manual</b>	A reference document provided to contractors of all tiers which contains workplace safety requirements of all enrolled parties.
<b>Off-Site Work</b>	Work performed away from the Project Site.
<b>Payroll:</b>	For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
<b>Policy Owner:</b>	The City and County of Denver
<b>Project:</b>	The Project as defined in the contract documents and as described in the Declarations of the CCD ROCIP policies.
<b>Project Site:</b>	Means those areas designated in writing by the City and County of Denver in a Contract document for performance of the Work and such additional areas as may be designated in writing by the City and County of Denver for Contractors' use in performance of the Work. Subject to the ROCIP Insurers written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by the City and County of Denver, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the CCD ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of Contractor or such covered Subcontractors.
<p><u>Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the CCD ROCIP Policy (ies).</u></p>	
<b>Subcontract:</b>	The written agreement between Contractor and Subcontractor, or between Subcontractor and a lower tier Subcontractor, describing the Work, Subcontract Terms and Conditions, or a portion thereof.
<b>Subcontractor:</b>	Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Sites and any of these Subcontractor's lower-tier subcontractors.
<b>Work:</b>	Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

EXHIBIT T



**DENVER**  
THE MILE HIGH CITY

Rolling Owner  
Controlled Insurance  
Program (ROCIP)

# Insurance Manual

ISSUED TO

LEAD CONTRACTOR: FCI CONSTRUCTORS, INC.

PROJECT NAME: CM/GC Swansea Recreation Center  
Indoor Pool Construction

PROJECT CODE: 202473833  
(CCD Contract No.)

**IMPORTANT**  
YOUR PROJECT CODE IS ALSO  
YOUR ROCIP ENROLLMENT  
CODE. YOU MUST HAVE THIS  
NUMBER TO ENROLL.

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## CONTENTS

1. OVERVIEW -----	3
1.1 What is a ROCIP-----	3
1.2 What are the benefits? -----	3
1.3 ROCIP and Your Project Bid-----	4
1.4 Talk with Your Insurance Provider Before You Bid-----	4
1.5 No Limitation of Liability-----	4
1.6 Loss Experience -----	4
1.6.1 Workers' Compensation Losses-----	4
1.6.2 Other Types of Insurance Losses -----	4
1.7 Assignment of Return Premiums -----	5
1.8 About This Manual-----	5
2. PROGRAM CONTACT DIRECTORY -----	6
3. DEFINITIONS -----	7
4. ROCIP PROGRAM AND INSURANCE COVERAGES -----	8
4.1 Insurance Policy Term-----	8
4.2 Covered Parties -----	8
4.2.1 Named Insured Entities-----	8
4.2.2 Additional Insured Entities -----	8
4.3 Those Not Covered-----	8
4.3.1 Entities Not Enrolled-----	8
4.3.2 Ineligible Entities -----	8
4.3.3 Excluded Entities -----	9
4.3.4 Exempt Entities -----	9
4.4 Covered Locations-----	10
4.4.1 Off-Site Operations Coverage Exceptions -----	10
4.5 Evidence of Coverage -----	10
4.6 ROCIP Insurance Coverage Descriptions-----	10
4.6.1 Workers' Compensation and Employer's Liability (On-Site Only)-----	10
4.6.2 Commercial General Liability (On-Site Only) -----	11
4.6.3 Excess Liability-----	11
4.6.4 Contractor's Pollution Liability-----	11
4.6.5 Builder's Risk -----	11
4.7 Termination and Modification -----	12
4.8 Claim Charge-Back -----	12
5. NON-ROCIP AND OFF-SITE INSURANCE REQUIREMENTS FOR CONTRACTORS -----	13
5.1 Certificate Holder -----	13
5.2 Coverages and Limits -----	14
5.2.1 Commercial General Liability-----	14
5.2.2 Business Automobile Liability -----	14
5.2.3 Workers' Compensation and Employer's Liability Insurance -----	14
5.2.4 Professional Liability-----	14
5.2.5 Property Coverage for Contractor's Tools and Equipment-----	15
5.2.6 Other Coverages That May Be Required-----	15
5.3 Additional Insured-----	15
5.4 Waiver of Subrogation -----	15
5.5 Notice of Material Change, Cancellation or Nonrenewal -----	15
5.6 Additional Provisions -----	16

6. CONTRACTOR RESPONSIBILITIES -----	17
6.1 Enrollment -----	17
6.2 Contract Documents-----	17
6.3 Notification of Awarded Subcontracts -----	17
6.4 Notification of Insurance Cancellation or Nonrenewal -----	17
6.5 Payroll and Labor Hours Reporting, Records and Audits -----	18
6.5.1 Submitting Payroll and Labor Hours Reports-----	18
6.5.2 Records and Audits -----	18
6.6 Safety Procedures-----	18
6.7 Workers' Compensation Posting Notices-----	18
6.8 Claims Reporting and Management -----	19
6.9 Completion of Work and Closeout-----	19
7. CLAIM REPORTING AND MANAGEMENT-----	20
8. USING THE CONTRACTOR ONLINE PORTAL -----	21
8.1 How to Register Your Company and Log-in-----	21
8.2 How to Enroll in a Project -----	22
8.3 How to Check Subcontractor Enrollment Status -----	28
8.4 Uploading Additional Supporting Documentation -----	28
8.5 How to Add Subcontractors -----	29
8.6 How to Register/Add Subcontractors that are Ineligible, Excluded or Exempt -----	30
8.7 How to View List of Subcontractors -----	31
8.8 How to Report Payroll and Labor Hours -----	31
8.9 How to Closeout a Project -----	33
9. FREQUENTLY ASKED QUESTIONS-----	36
9.1 General Topics -----	36
9.2 Enrollment Topics -----	36
9.3 Payroll Topics-----	38
10. ADDITIONAL RESOURCES -----	39
10.1 Sample Certificate of Insurance-----	39
10.2 Workers' Compensation Information and Designated Medical Provider Form (CO Form WC49) -----	39
10.3 Workers' Compensation Worker Notice and Designated Medical Provider List Poster -----	39
10.4 Workers' Compensation Notice of Injury Poster (CO Form WC50) -----	39

# 1. OVERVIEW

Welcome to the City and County of Denver's ROCIP!

## 1.1 What is a ROCIP

ROCIP stands for Rolling Owner Controlled Insurance Program. It is an insurance program that covers City and County of Denver (CCD) as the Project Owner, Enrolled Contractors of every tier and other designated parties for Work performed for various CCD Projects. Not all contractors are eligible, excluded groups are identified in Section 4.

Insurance coverages provided under CCD's program include:

PARTICIPATION IS MANDATORY BUT NOT AUTOMATIC	Each Contractor must officially enroll in the program, excluding ineligible types of contractors identified in Section 4	Builder's Risk Commercial General Liability Contractor's Pollution Liability Excess Liability Workers' Compensation Employer's Liability
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## 1.2 What are the benefits?



### COVERAGE

- Consistent coverages and limits
- Assurance proper and valid coverage is in place
- Smaller Contractors covered by higher limits
- Eliminates overlapping/duplicate coverage



### COST

- Contractor cost savings potential
  - Owner provided high limits of liability
  - 8 year completed operations liability tail coverage
  - 5 year fixed rates
  - Small deductible obligations



### SMALLER CONTRACTORS

- Greater ability to bid on City projects
- Resources to create stronger company programs



### CLAIM DISPUTES

- Reduced Claim disputes with single insurer
- Reduced litigation expense potential



### LOSS CONTROL & CLAIM HANDLING

- Streamlined claims process with single insurer
- Centralized loss control with single insurer

## 1.3 ROCIP and Your Project Bid

Insurance premiums associated with the ROCIP will be paid by CCD. coverage Each bidder of every tier is required to exclude from its bid price its normal cost for the insurance coverages that are part of the ROCIP. **Initial bids and all subsequent change orders must exclude all costs for insurance provided under the ROCIP.** Excluded insurance costs are subject to verification and documentation by the ROCIP Administrator and CCD.

## 1.4 Talk with Your Insurance Provider Before You Bid

Insurance coverage and limits provided under the ROCIP are specific to CCD ROCIP Projects. It is important that you provide your insurance provider a copy of the ROCIP insurance so they may assist you in determining what insurance you must procure and related insurance costs.

**Before estimating insurance costs or requesting project(s) be excluded from your regular coverage, read this manual in its entirety and provide a copy to your insurance provider.**

**IF YOUR INSURANCE BROKER IS NOT  
FAMILIAR WITH OWNER  
CONTROLLED INSURANCE  
PROGRAMS CONTACT CCD RISK  
FOR A LIST OF VETTED AND  
KNOWLEDGEABLE LOCAL BROKERS  
FOR A CONSULTATION**

## 1.5 No Limitation of Liability

The provisions of insurance and other requirements set forth in this ROCIP Insurance Manual shall in no way release or limit the Contractor's liability, responsibility, or obligations arising out of its performance of Work under the Contract or any applicable statute, law, regulation, or order including any liability in excess of the insurance coverage secured under the CCD ROCIP. By securing the insurance under the CCD ROCIP, CCD does not assume any liability for the insured risks or liability arising out of the Contractor's performance.

## 1.6 Loss Experience

Depending on the type of loss covered by insurance, the loss experience during the time period a Contractor is participating in a ROCIP may be attributed to their organization, as it would be under their standard company purchased insurance policies, or solely to CCD as the owner of the ROCIP.

### 1.6.1 Workers' Compensation Losses

Claims and payroll attributed to a ROCIP must be reported to the Workers' Compensation Bureau and will therefore impact a Contractor's experience modification rate (EMR)— either positively or negatively—depending on loss record.

### 1.6.2 Other Types of Insurance Losses

Claims related to Commercial General Liability, Pollution Liability or Builder's Risk may not directly impact the loss record of participating Contractors, but are attributed to the policy owner, which is CCD.

## 1.7 Assignment of Return Premiums

The cost of the CCD ROCIP insurance policies will be paid by CCD and CCD will be the sole recipient of any return premiums or dividends. All Enrolled Contractors shall assign to CCD all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the CCD ROCIP Insurers. Contractors shall assure that each Enrolled Subcontractor of any tier shall execute such an assignment. The Insurance Application that the Contractor completes on-line will be used for this purpose.

## 1.8 About This Manual

This manual was prepared by CCD with Arthur J. Gallagher Risk Management Services, Inc., the insurance broker and ROCIP Administrator for CCD, and is designed to identify, define and assign responsibilities for the administration of the ROCIP. We hope it answers most of your insurance-related questions.

This manual may only be updated and distributed during the course of the Project by the ROCIP Administrator AND is subject to review and final approval by CCD. Any revised versions shall replace and supersede all previous versions.

**DISCLAIMER:** This manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the insurance policies will govern how coverage is applied. If any conflict exists between this manual and the ROCIP insurance policies or contract documents between CCD and Contractor, the policies and contract documents will govern.

IF YOU HAVE QUESTIONS ABOUT ANY  
ASPECT OF THE INFORMATION  
PROVIDED IN THIS MANUAL,  
CONTACT THE ROCIP SERVICE TEAM  
LISTED IN SECTION 2.

## 2. PROGRAM CONTACT DIRECTORY

Following is a list of key risk management and insurance contacts for the CCD ROCIP.

CCD selected Arthur J. Gallagher Risk management Services, Inc. (AJG) as its ROCIP Administrator to direct the overall administration, safety, loss control and claims management. Below you will find key contacts for both AJG as well as CCD Risk Management and CCD Safety team members involved with the ROCIP programs.



### GALLAGHER KEY CONTACTS

#### SERVICE TEAMS

##### ROCIP ADMINISTRATOR

Heather Lawson	314.800.2205	<a href="mailto:Heather.Lawson@ajg.com">Heather.Lawson@ajg.com</a>
Clayton Pennock	314.800.2280	<a href="mailto:Clayton.Pennock@ajg.com">Clayton.Pennock@ajg.com</a>

##### SAFETY and LOSS CONTROL

Ed Davis	303.889.2552	<a href="mailto:Ed.davis@ajg.com">Ed.davis@ajg.com</a>
Terry McIntire	925.407.5451	<a href="mailto:Terry.McIntire@ajg.com">Terry.McIntire@ajg.com</a>

##### CLAIMS MANAGEMENT

Kendall Trump	303.889.2570	<a href="mailto:Kendall.Trump@ajg.com">Kendall.Trump@ajg.com</a>
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##### LEADERSHIP TEAM

Karen Graham	303.889.2538	<a href="mailto:Karen.Graham@ajg.com">Karen.Graham@ajg.com</a>
Scott Whiteside	510.207.0115	<a href="mailto:Scott.Whiteside@ajg.com">Scott.Whiteside@ajg.com</a>

### CCD KEY CONTACTS

#### RISK MANAGEMENT

Devron McMillin	720.913.3345	<a href="mailto:Devron.McMillin@denvergov.org">Devron.McMillin@denvergov.org</a>
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#### SAFETY and LOSS CONTROL

Theresa Goodwin	303.907.4488	<a href="mailto:Theresa.Goodwin@denvergov.org">Theresa.Goodwin@denvergov.org</a>
Kris Wilson	720.390.8322	<a href="mailto:Kris.Wilson@denvergov.org">Kris.Wilson@denvergov.org</a>

CCD ROCIP Safety Mailbox	<a href="mailto:CCDROCIPSafety@denvergov.org">CCDROCIPSafety@denvergov.org</a>
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### 3. DEFINITIONS

Contract	A written agreement between CCD and the Lead Contractor describing the Work, Contract terms and conditions, or a portion thereof; includes a written agreement between a Contractor and any tier of Subcontractor.
Contractor	As respects the ROCIP, “Contractor” includes: construction managers at risk, prime contractors, general contractors, joint venture entities and subcontractors of all tiers that perform Work on a Project Site.
Contractor Safety Representative	The Safety Representative for each Contractor on site is responsible for the safety of that contractor, its subcontractors and all respective employees. This representative is also the liaison with Gallagher and CCD personnel and as needed with the ROCIP Insurers.
Enrolled Entities	Contractors that have (i) been awarded work, (ii) submitted all necessary enrollment forms, (iii) met all enrollment requirements, and (iv) been issued a Certificate of Insurance by the ROCIP Administrator.
Ineligible Entities	Types contractors based on work performed. See Section 4 for detail.
Lead Contractor	The Contractor that enters directly into a formal Contract with CCD for work performed at a Project Site. Please note that (i) the moniker for Lead Contractor used in the actual contract document may differ and (ii) Lead Contractor is often referred to as general contractor, joint venture contractor, construction manager at risk, prime contractor, etc.
On-Site Activities	Construction activities at a Project Site.
Project Sites	“Project Sites” shall mean those areas designated in writing by CCD in a Contract document for performance of the Work including additional areas, if applicable. Subject to the ROCIP Insurers’ and CCD’s written approval, the term “Project Site” may also include: (1) field office sites, (2) property used for bonded storage of material for the Project, (3) staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or covered by the Worker’s Compensation policy included in the ROCIP, but excluding any permanent locations of Contractor.
Temporary Worker	A person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.
Work	Operations as fully described in the Contract, performed at or emanating directly from a Project Site and the entire completed construction or the various separately identifiable parts required under the Contract.

## 4. ROCIP PROGRAM AND INSURANCE COVERAGES

This section provides a brief overview of the program including eligibility and provided coverages and limits.

### 4.1 Insurance Policy Term

The Insurance Policy Term will cover the period of construction through project completion. The term further provides an eight (8) year extended term for Completed Operations Liability.

### 4.2 Covered Parties

#### 4.2.1 Named Insured Entities

CITY AND COUNTY OF DENVER, its' related entities, and Enrolled Contractors and Subcontractors of any tier.

#### 4.2.2 Additional Insured Entities

All entities designated by the CITY AND COUNTY OF DENVER and any other party that a Named Insured is required to include as an additional insured party under a written agreement.

### 4.3 Those Not Covered

**REGARDLESS OF AN CONTRACTOR'S INCLUSION OR EXCLUSION UNDER THE INSURANCE PROGRAM PROVIDED BY THE CCD ROCIP, IF WORKING ON A ROCIP PROJECT FOR CCD, ALL CONTRACTORS AND THEIR EMPLOYEES MUST COMPLY WITH THE REQUIREMENTS OF THE CCD ROCIP SAFETY MANUAL (INCLUDING DRUG SCREENING)**

#### 4.3.1 Entities Not Enrolled

Contractors that are considered to not be enrolled, and therefore not covered by the ROCIP insurance policies, is in one of the below categories:

- Has not submitted the required enrollment forms
- Has submitted the required enrollment forms, but has not received written confirmation from the ROCIP Administrator evidencing acceptance into the ROCIP
- Has received written confirmation from CCD or the ROCIP Administrator declining acceptance into the ROCIP

#### 4.3.2 Ineligible Entities

Contractors that are considered ineligible to participate under the ROCIP, and therefore not covered by the ROCIP insurance policies, generally fall into one of the below categories:

- Any person or organization that fabricates or manufactures products, materials or supplies away

**IF YOU ARE UNCERTAIN IF YOU ARE ELIGIBLE OR INELIGIBLE TO PARTICIPATE UNDER THE ROCIP INSURANCE PROGRAM, CONTACT THE ROCIP ADMINISTRATOR LISTED IN SECTION 2.**

**IT IS YOUR RESPONSIBILITY TO CONFIRM ELIGIBILITY BEFORE YOU START WORK.**

from a Project Site with no direct onsite installation responsibility

**Exception:** The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the prefabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for *General Liability coverage only*.

- Scaffolding contractors
- Hazardous materials remediation, removal, or transportation companies and their consultants
- Architects, engineers, surveyors and their consultants
- Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
- Contractors, subcontractors and subconsultants who do not work at a Project Site
- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party such as a Professional Employer Organization)

**Exception:** The ROCIP Insurer typically will accept including employees working for a contractor or employed by temporary staffing agencies or professional employer organizations, as long as those employer-entities are enrolled as subcontractors to supply supplemental workforce.

#### 4.3.3 Excluded Entities

Any person or entity specifically excluded by CCD, in its sole discretion, from participation in the ROCIP.

#### 4.3.4 Exempt Entities

Eligible Contractors may request to be exempted from ROCIP participation. Such requests require submission of the below Required Information for consideration. Other than Limited Duration Contractors and Workforce Organizations, detailed below, these requests are granted very infrequently. Any granted exemptions will be issued in writing by CCD Risk Management.

**Limited Duration Contractors:** Eligible Contractors that will be onsite on CCD premises for no more than three (3) days not to exceed eight (8) hours per day (consecutive or separated) to commence and complete their Work for a given project.

**Workforce Organizations:** Eligible Contractors providing temporary or supplement workers, such as Temp Agencies and Professional Employment Organizations, to enrolled Contractors.

**Required Information:** Requests for exemption should be submitted to CCD Risk Management via email (See Section 2) and include the following information:

- Name of Contractor Company to be considered for exemption
- Name of Contractor Company they are contracting with
- Name of Lead Contractor
- Project Name and Number
- Description of type of work to be performed
- Number of workers
- Details on duration/dates of work to be performed
- Contract Value
- Confirmation that a WRAP/ROCIP program exclusion endorsement will not impact required coverage under the requesting Contractor Company's coverages.

#### 4.4 Covered Locations

ROCIP coverage applies only to Work performed at a Project Site and the products and materials temporarily or permanently incorporated into the Project.

##### 4.4.1 Off-Site Operations Coverage Exceptions

If a Contractor wishes to request coverage be extended to off-site operations or off-site locations, they must submit the request in writing to the ROCIP Administrator and it must be approved by the ROCIP Insurers. The request should include the address, description of the off-site Project Site, the type of operations to be conducted, duration of the work to be performed, and confirmation the site is solely dedicated to the Project.

#### 4.5 Evidence of Coverage

Each Enrolled Contractor will be issued a Certificate of Insurance evidencing Workers' Compensation, General Liability, Excess Liability, Builder's Risk, and Contractors Pollution Liability insurance. Other documentation including forms, posting notices, etc., will be available at the Project Sites. Copies of full insurance policies will be provided upon written request to the ROCIP Administrator.

#### 4.6 ROCIP Insurance Coverage Descriptions

The following sections will provide a summary of the coverages and limits afforded under the CCD ROCIP. The limits referenced are the minimum limits purchased by CCD.

**THIS MANUAL ONLY PROVIDES SUMMARY INFORMATION. COMPLETE TERMS, CONDITIONS, AND EXCLUSIONS ARE PROVIDED IN THE INSURANCE POLICIES.**

##### 4.6.1 Workers' Compensation and Employer's Liability (On-Site Only)

**POLICY LIMITS APPLY SEPARATELY FOR EACH INSURED.**

CCD shall maintain the coverage as required by statute for the Project Site and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

#### 4.6.2 Commercial General Liability (On-Site Only)

**POLICY LIMITS ARE SHARED BY ALL INSUREDS.**

CCD shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Per Project and Statute of Repose)	\$4,000,000
Total Products/Completed Operations Aggregate (Statute of Repose)	\$8,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$ 300,000
Medical Payments (any one person)	\$ 10,000

#### 4.6.3 Excess Liability

**POLICY LIMITS ARE SHARED BY ALL INSUREDS.**

CCD shall maintain coverage following form with underlying policies of Commercial General Liability and Employer's Liability in minimum limits as listed below:

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$200,000,000
Products/Completed Operations Aggregate (Per Project)	\$200,000,000
Total Products/Completed Operations Aggregate (Policy Cap)	\$400,000,000
Each Occurrence Limit	\$200,000,000

CCD, in its sole discretion, may elect to provide higher limits, based on Project size. Excess Liability limits are shared by all Insured parties.

#### 4.6.4 Contractor's Pollution Liability

**POLICY LIMITS ARE SHARED BY ALL INSUREDS.**

CCD shall maintain coverage for bodily injury, property damage, or environmental damage caused by a pollution event resulting from covered operations, including completed operations, at the Project Site with a limit no less than \$25,000,000 each occurrence and aggregate.

Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure. Products/Completed Operations coverage will extend for eight (8) years after final completion of the Project.

#### 4.6.5 Builder's Risk

**POLICY LIMITS ARE SHARED BY ALL INSUREDS.**

CCD shall maintain, Builder's Risk in the amount of the full construction value, subject to various sublimits (as defined in the Builders' Risk Insurance Policy). Such insurance shall end when the first of the following occurs: 1) CCD's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by CCD.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

This Builder's Risk Insurance shall cover portions of the Work stored off site, and also portions of the Work in transit, subject to sublimits.

#### 4.7 Termination and Modification

CCD reserves the right to terminate or modify the CCD ROCIP or any portion thereof. If CCD exercises this right, Enrolled Contractors will be provided notice as required by the terms of their individual Contracts. At its option, CCD may procure alternate coverage or may require Lead Contractors to procure and maintain alternate insurance coverage at the costs that was identified in the bid.

#### 4.8 Claim Charge-Back

A claim charge-back will be assessed, regardless of fault, for the amount of any loss payable under this program apart from Workers' Compensation and Excess Liability, up to a maximum of \$25,000 per loss. Lead Contractor may elect to pass no more than \$5,000 of this charge, per loss, through to any responsible subcontractor.

## 5. NON-ROCIP AND OFF-SITE INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractors are required to maintain insurance that protects CCD from liabilities arising from their operations performed away from a Project Site, for types of coverage not provided by the ROCIP and for all operations performed in connection with the Contract by Ineligible, Excluded or Exempt Entities.

Contractors are responsible for verifying and monitoring the adequacy of insurance required to be maintained by their subcontractors (including eligible, enrolled, ineligible, exempt or excluded Contractors). CCD reserves the right to disapprove use of any Contractor that is unable to meet the insurance requirements.

Prior to mobilization and within thirty (30) days of any renewal, change or replacement of coverage, Contractors shall submit to the ROCIP Administrator a Certificate of Insurance evidencing the coverage, limits and deductibles as specified in this section.

The limits of liability shown for the insurance required of the Contractor are minimum limits only and are not intended to restrict or limit the liability imposed on the Contractor for Work performed.

Verification of insurance may be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25-S. A sample of an acceptable Certificate of Insurance is provided in Section 10.

### 5.1 Certificate Holder

Certificate(s) shall be issued as follows:

#### IF ELIGIBLE:

CITY AND COUNTY OF DENVER  
c/o Arthur J. Gallagher RMS, Inc.  
12444 Powerscourt Drive  
St. Louis, MO 63131  
Attn: Gallagher OCIP Group  
Emailed to: [Heather\\_Lawson@ajg.com](mailto:Heather_Lawson@ajg.com)

#### IF INELIGIBLE, EXEMPT, EXCLUDED:

Certificates of Insurance should be issued to the Lead Contractor per the requirements and instructions in the specific subcontract agreement

#### ENROLLED CONTRACTORS MUST PROVIDE:

- Coverages required but not included under the CCD ROCIP
- Off-site coverages for certain types of insurance that are provided by the CCD ROCIP for on-site activities

#### INELIGIBLE, EXEMPT AND EXCLUDED CONTRACTORS MUST PROVIDE:

- Coverages required for on-site and off-site activities

## 5.2 Coverages and Limits

Following are the required insurance coverages and limits required to be provided by Contractors. It will be noted for each coverage type when the requirement for Enrolled Contractors that have on-site coverage under the CCD ROCIP is solely for off-site coverages.

### 5.2.1 Commercial General Liability

#### **ENROLLED CONTRACTORS: OFF-SITE COVERAGE ONLY**

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 project aggregate. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

### 5.2.2 Business Automobile Liability

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

- If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- If transporting waste, hazardous material, or regulated substances, Contractor must carry a minimum of \$5,000,000 combined single limit, carry a pollution coverage endorsement and, if required by law, an MCS 90 endorsement, on its policy.
- If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

### 5.2.3 Workers' Compensation and Employer's Liability Insurance

#### **ENROLLED CONTRACTORS: OFF-SITE COVERAGE ONLY**

Contractor shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits no less than \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims.

- If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

### 5.2.4 Professional Liability

All Contractors providing professional services, such as design, engineering, surveying and consulting must provide Professional Liability insurance with limits as stated in the contract with CCD and/or the prime contractor.



**ROCIP DOES  
NOT PROVIDE  
AUTO  
COVERAGE**



**ROCIP DOES NOT  
PROVIDE  
PROFESSIONAL  
LIABILITY  
COVERAGE**

### 5.2.5 Property Coverage for Contractor's Tools and Equipment

Contractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract/Subcontract until installed at the Project Site, tools, equipment, and temporary structures.

If Contractor carries property insurance on its personal property, a waiver of subrogation as outlined in Section 5.4 will be required from its insurer.

### 5.2.6 Other Coverages That May Be Required

Depending on the scope of work being performed by a given Contractor additional insurance coverage requirements may apply. They include, but are not limited to, the following coverage types:

- Contractor's Pollution Liability
- Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber)
- Umbrella/Excess Liability

If such other coverages are required it will be stated in the Contract document between CCD and Contractor; if a subcontractor is performing work that requires additional insurance coverages CCD shall work with the Lead Contractor to ensure the proper insurance requirements are detailed in all applicable written agreements between the parties.

## 5.3 Additional Insured

For all coverages required (excluding Workers' Compensation and Professional Liability), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers as Additional Insureds by policy endorsement. Other parties may be required to be included as Additional Insured. See your contract with CCD and/or prime contractor for final Additional Insured requirements.

## 5.4 Waiver of Subrogation

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

## 5.5 Notice of Material Change, Cancellation or Nonrenewal

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

- Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- If such written notice is unavailable from the insurer, and in any event, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice from its insurer(s) and include documentation of the formal notice received

from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to the ROCIP Administrator.

## 5.6 Additional Provisions

Refer to the specific Contract for full list of insurance requirements and additional provisions.

## 6. CONTRACTOR RESPONSIBILITIES

Each Contractor has a variety of responsibilities as a participant under a ROCIP. Some of the major obligations are listed below, which is not meant to be an all-inclusive or exhaustive list.

Lead Contractors also assume the responsibility for ensuring all obligations of their subcontractors of any tier are met and met in a timely manner.

### 6.1 Enrollment

Enrollment into the CCD ROCIP is required for all Eligible Contractors unless provided a written exemption. **Enrollment is not automatic.** Eligible Contractors MUST complete the online enrollment process and provide all required documentation prior to starting Work. Access to Project Sites will not be permitted until enrollment is complete.

A FAILURE TO COMPLETE THE ROCIP ENROLLMENT PROCESS PRIOR TO THE START OF WORK MAY EXCLUDE THE CONTRACTOR FAILING TO DO SO FROM ROCIP INSURANCE COVERAGE. IF EXCLUDED, CCD WILL NOT BE RESPONSIBLE FOR OR REIMBURSE ANY ADDITIONAL AMOUNTS FOR INSURANCE COSTS.

MOST CONTRACTORS ARE ABLE TO COMPLETE ENROLLMENT IN LESS THAN 48 HOURS

Once enrollment is completed and approved by the ROCIP Administrator, the Contractor will receive a confirmation email with the following information:

- Certificate of Insurance as evidence of participation in the CCD ROCIP
- Confirmation of coverage (Policy will follow once the ROCIP insurer has issued the policy)
- Claims Guide

### 6.2 Contract Documents

Lead Contractors are responsible for ensuring that CCD insurance requirements are included in all subcontract tier written agreements. This includes the specific requirements provided as an exhibit in the written agreement between CCD and the Lead Contractor and the CCD ROCIP Insurance Manual.

### 6.3 Notification of Awarded Subcontracts

Upon a Contract being awarded to any Subcontractor, the Contract awarding party must notify the ROCIP Administrator, CCD Risk Management and CCD Safety.

### 6.4 Notification of Insurance Cancellation or Nonrenewal

Per the requirement in the Contract/Subcontract and in this manual, Contractor must give CCD and the ROCIP Administrator prior notice of any cancellation or non-renewal of required insurance coverage and any subsequent reinstatement of coverage.

## 6.5 Payroll and Labor Hours Reporting, Records and Audits

### 6.5.1 Submitting Payroll and Labor Hours Reports

Each Contractor must submit monthly Payroll and Labor Hours Reports via the ROCIP Administrator's online portal identifying labor hours and payroll for all work performed for the Project. The reports MUST certify all Work performed at or emanating directly from a Project Site and include onsite supervisory and clerical personnel. This information will be used to provide the Insurers with information required to determine premiums and for the Unit Statistical filing for EMR calculations.

**FAILURE TO SUBMIT PAYROLL REPORTS MAY RESULT IN PAYMENT WITHHOLDING UNTIL REQUIRED INFORMATION IS RECEIVED.**

**SEPARATE REPORTS REQUIRED FOR EACH INDIVIDUAL CONTRACTOR PER PROJECT**

Instructions on submitting reports via the online portal are included in Section 8.5.

### 6.5.2 Records and Audits

CCD and the ROCIP Administrator will at all times have the right to access, inspect and audit all Contractor' records and data, electronic or otherwise, relating to costs for coverages provided by the CCD ROCIP, payrolls, labor hours, Workers' Compensation classifications, and other factors determinative of the cost of the ROCIP. Contractors will promptly respond to any inquiries of CCD or the ROCIP Administrator arising out of any such inspection or audit.

Contractors for whom insurance is provided by the CCD ROCIP are required to maintain the above described records. These records are needed to:

- provide the information needed to calculate the insurance premium to be paid by CCD for the Work performed at the Project Sites by the Contractors.
- assist the Insurer in filing information to the Workers' Compensation Rating Bureau for inclusion into the calculation of the applicable party's Experience Modification Rate.

The CCD ROCIP Insurer has the right to reclassify Contractor reported payroll.

## 6.6 Safety Procedures

All Contractors shall comply with all provisions of the CCD ROCIP Safety Manual as part of participation in any ROCIP project. This program is in addition to Contractor's existing safety program, not in lieu of that program. Minimum standards for such programs are outlined in the CCD ROCIP Safety Manual.

## 6.7 Workers' Compensation Posting Notices

The Lead Contractor's Safety Representative shall be responsible for ensuring all required Workers' Compensation posters and notices are prominent displayed at each work site, which include the following:

- Workers' Compensation Worker Notice and Designated Medical Provider List Poster
- Workers' Compensation Information and Designated Medical Provider List Form
- Workers' Compensation Notice of Injury Poster



See Section 10 for posters and notices.

## 6.8 Claims Reporting and Management

Contractors shall follow the claims procedures as established by the ROCIP Administrator and agree to assist and cooperate in every manner possible in connection with the adjustment of claims and demands. Section 7 provides specific details on claims reporting and management.

Contractors will be provided loss information for their respective claims.

While CCD has ultimate authority in any claim settlement matter, Contractors are encouraged to participate in the claim's management process. Specific to Worker's Compensation claims, Contractors will have the full right to participate in the management and mitigation of their own workers' compensation claims and any financial information regarding each individual contractor's workers' compensation claims will be provided.

## 6.9 Completion of Work and Closeout

When a Contractor has completed Work at a Project Site and will no longer have on-site workers specific to that Project, the Contractor must notify the ROCIP Administrator by completing the closeout items in the Contractor Online Portal. See Section 8.6 for instructions.

Final payment will not be released by CCD until all required information has been submitted via the online portal.

## 7. CLAIM REPORTING AND MANAGEMENT

Claims Management is handled by the ROCIP Administrator, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher).

Please refer to the detailed Claims Guide that is provided to each Contractor upon successful enrollment in the CCD ROCIP and will also be accessible to you via the Contractor Online Portal under the Documents Section for each Contract/Project enrolled in.

CONTRACTOR

ONLINE PORTAL



## 8. USING THE CONTRACTOR ONLINE PORTAL

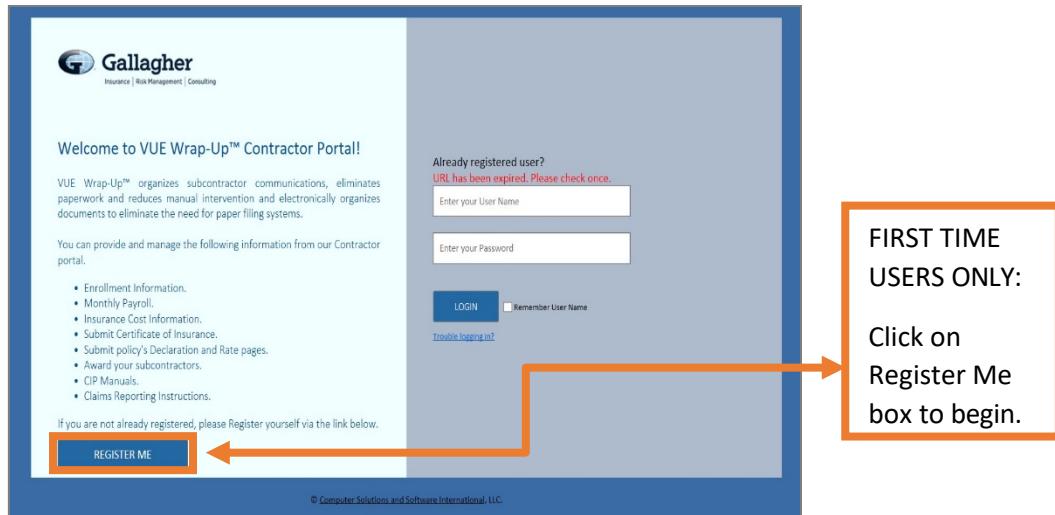
The ROCIP Administrator provides an online system to enable Contractor's to electronically enroll, report payroll and labor hours, as well as access supporting documentation regarding their participation in the program. Instructions for the major Contractor uses of the online portal are provided in this section.

The online portal can be accessed at: <https://ajg.vuewrapup.com/contractorportal>

### 8.1 How to Register Your Company and Log-in

REGISTRATION INFORMATION SHOULD BE COMPLETED BY THE CONTRACTOR'S EMPLOYEE THAT WILL BE HANDLING ADMINISTRATION OF THEIR PARTICIPATION IN THE PROGRAM.

1. Open a web browser and type in the below URL address of the Contractor Online Portal to access the first-time user login window.  
(<https://ajg.vuewrapup.com/contractorportal>)
2. Click on the Register Me box on the lower left-hand side of the login window.



3. Fill in the form with your First Name, Last Name and Email ID (email address).
  - Create a User ID you can easily remember, such as your first initial and last name (preferred), your company name or your email address. Your User ID must be unique.
  - Create your Password. Passwords MUST contain letters, numbers and symbols.
  - All fields are required.

4. When you see the words “User ID and Password are created” on the bottom of the screen, you have successfully registered and are ready to enter the portal by clicking on the “Please click [here...](#)”.
5. You will also receive an email confirming your User ID and Password for your records.
6. Use your confirmed User ID and Password to login 24/7. If you receive an error message, contact the ROCIP Administrator.

**REGISTRATION IS ONLY REQUIRED ONCE** FOR EACH PARTICIPATING COMPANY.  
YOU’LL BE ABLE TO ENROLL MULTIPLE PROJECTS UNDER THE SINGLE REGISTRATION.

## 8.2 How to Enroll in a Project

1. Open a web browser and type in the below URL address access the login window.  
<https://ajg.vuewrapup.com/contractorportal>



Note: This login window will automatically load if you have just completed the one-time initial registration and have clicked on the “Please click [here...](#)” prompt.

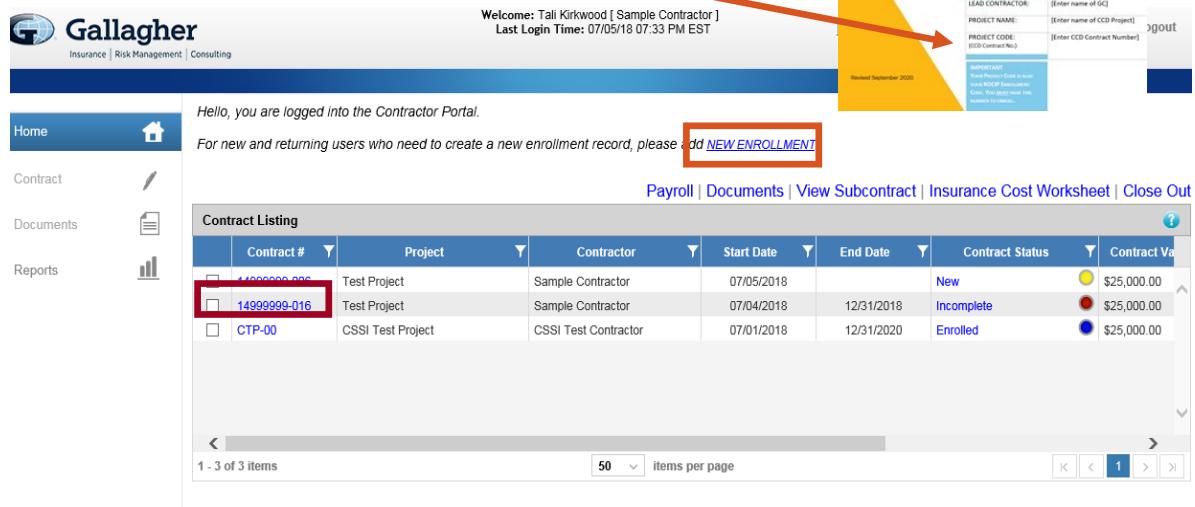
- To complete enrollment in a Project, look to see if there are any Projects already loaded for you in the Active Contracts section.

If there are no Contracts/Projects listed or the one you need to enroll in DOES NOT appear:

- Click on the New Enrollment link.

If the Contract/Project you need to enroll in DOES appear:

- Click the box next to the Contract/Project you need to enroll in or to complete enrollment that you started previously
- Click the Enrollment button and use the Project Code on the cover of the ROCIP Insurance Manual issued to you for a given project.



Welcome: Tali Kirkwood [ Sample Contractor ]  
Last Log in Time: 07/05/18 07:33 PM EST

Home  Contract  Documents  Reports 

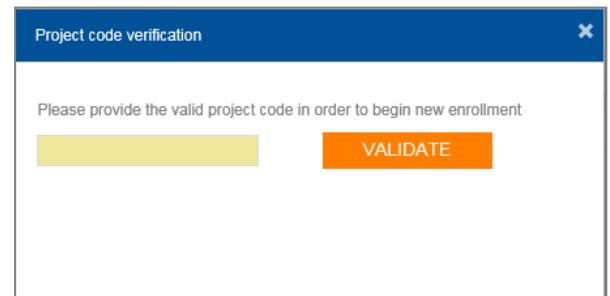
Contract Listing

Contract #	Project	Contractor	Start Date	End Date	Contract Status	Contract Value
<input type="checkbox"/> 14999999-006	Test Project	Sample Contractor	07/05/2018		New	\$25,000.00
<input type="checkbox"/> 14999999-016	Test Project	Sample Contractor	07/04/2018	12/31/2018	Incomplete	\$25,000.00
<input type="checkbox"/> CTP-00	CSSI Test Project	CSSI Test Contractor	07/01/2018	12/31/2020	Enrolled	\$25,000.00

Payroll | Documents | View Subcontract | Insurance Cost Worksheet | Close Out

- When you click on the New Enrollment link, a popup screen will open as shown below. Provide the Project Code as listed on your ROCIP Insurance Manual cover or provided by the ROCIP Administrator.

If you do not have your Project Code, contact the ROCIP Administrator for assistance.



Please provide the valid project code in order to begin new enrollment

VALIDATE

- Complete each section of Enrollment information as best you can. All sections are required. If you do not know the information for a required field enter an "X" or if a specified format is required, such as a date, enter your best estimate.

The Enrollment Screen includes the following sections, each of which can be expanded or collapsed for ease of review:

- Provide Company Information
- Provide Contract Information
- Provide Contact Information

- d. Provide Address Information
- e. Provide Estimated Payroll for work performed on the Contract
- f. Provide Insurance Information
- g. Provide Additional Information
- h. Approval and Signature

For a new enrollment, all fields shown should be completed.

**Application For Enrollment**

In order for your company to be considered enrolled and covered under the Wrap Up Insurance, you must complete the details below. Any missing information may result in your contract being incomplete and could delay insurance coverage. You will receive notices for any missing details required to complete and process your application. If you do not qualify for Wrap Up coverage, we will notify you. If your company qualifies for coverage and once all enrollment details have been provided, you will receive a copy of your Welcome Letter and Certificate of Insurance evidencing coverage in the Wrap Up.

(-) Expand All (+) Collapse All

**Provide Company Information**

**Provide Contract Information**

**Provide Contact Information**

**Provide Address Information**

**Provide Estimated Payroll for work performed on this Contract**

**Provide Additional Information**

As noted in the CCIP Manual, Swinerton will purchase General Liability and Excess Coverages for the benefit of participating subcontractors. In exchange for this benefit, the undersigned agrees as follows:  
 This submitted information accurately reflects the total projected insurance costs (for bidder and all subcontractors noted on this form) that would apply if my regular insurance program were to provide coverage for this work. I agree that Swinerton will apply the above insurance deducts, based on subcontractor's normal cost of insurance. This deduct will be taken from a submitted pay application. Subcontractors enrolled in the PLP program will be responsible for an insurance deductible obligation which will range from \$1,000-\$25,000 per occurrence for General Liability, if determined the subcontractor is liable for the associated claim. For losses falling within the Products/Completed Operations period, the

I agree that the statements in this application are true and accurate to the best of my knowledge.

Signature (print your name)\*

Enrollment Date

If your company has previously enrolled in a contract via the portal, you will have an option to select prior entered information in some fields to help speed up the process.

Please select an existing address record or add a new address by completing the fields below. If you wish to provide more than one address you can do so by clicking on the 'Add' button. Note: You must select one address record as "Primary".

Select Existing Address

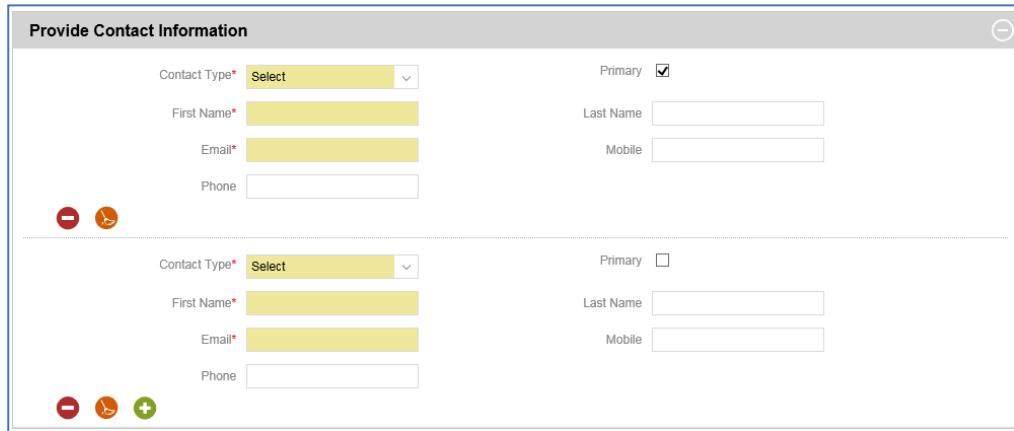
If you are completing a previously started enrollment or if a Contract/Project has been added to your portal by the ROCIP Administrator, you may not be able to edit some fields. Complete all the editable fields and if there is an error in a non-editable field contact the ROCIP Administrator for assistance to correct the system information.

If you are not sure what a field is requesting, hover over the field title to view explanations.

5. Company Information Section: Complete all the required fields, which includes Project Name, Contractor Legal Company Name, FEIN, Business Entity Type. If applicable, please also provide a "dba" if you use one for your business.
6. Contract Information Section: Complete all the required fields, which includes Estimated Start Date, Estimated Contract Construction Value, Description of Work and name of the company that hired your organization for the project.
7. Additional Information Section: There are just a few additional items in this section, please complete, as applicable to your company.

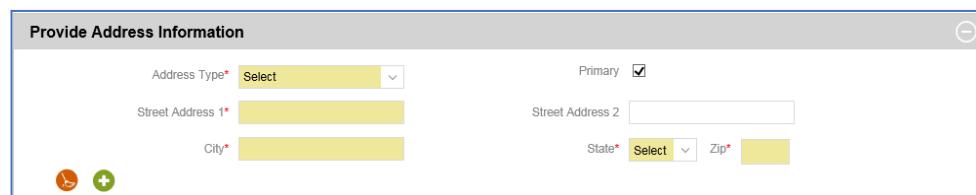
## 8. Contact Information Section:

- Primary Contact: Enter at least one contact and it must be marked as primary. You may add additional contacts for areas such as, Safety, Payroll, Worker's Comp Claims, etc.
- Preferred Mode of Contact: You must provide a value for your corresponding preferred mode of contact (i.e. if you select email, you must provide an email address).
- Existing Contacts in System: If you previously entered contacts under other projects, you can select from the existing records by selecting contact information from the dropdown available on top of each contact box. Once a person is selected, the contact details will be populated in the respective fields.
- New Contact: You can manually enter a new contact by: (i) Selecting contact type from dropdown menu, (ii) Enter First Name, Last Name, Email, Phone, and Mobile. By default, the Primary checkbox will be marked for the first contact added. Please note, that the email is mandatory.
- Adding Multiple Contact: Click the ADD  button
- Modifying Contacts: After a second Contact is added the CLEAR  and DELETE  buttons will be available.



The screenshot shows a 'Provide Contact Information' interface with two identical contact entry forms. Each form has the following fields: 'Contact Type' (dropdown, 'Select'), 'Primary' (checkbox checked), 'First Name' (input field), 'Email' (input field), 'Phone' (input field), 'Last Name' (input field), and 'Mobile' (input field). Below each form are three buttons: a red minus sign, an orange minus sign, and a green plus sign.

- Address Information Section: Enter a primary address by filling in the fields for address type, street address, city, state, zip, and checking the box "Primary". You must enter at least one address marked as Primary.
  - You can add additional addresses using the same buttons mentioned above.
  - You cannot delete an address that has already been approved by the ROCIP Administrator. If there is an error or update required for a previously entered and approved address, please contact the ROCIP Administration for assistance.



The screenshot shows a 'Provide Address Information' interface with an address entry form. The form includes fields: 'Address Type' (dropdown, 'Select'), 'Primary' (checkbox checked), 'Street Address 1' (input field), 'Street Address 2' (input field), 'City' (input field), 'State' (dropdown, 'Select'), and 'Zip' (input field). Below the form are three buttons: a red minus sign, an orange minus sign, and a green plus sign.

## 10. Payroll Section:

- You must submit estimated payroll for all Workers' Compensation Class Codes you will be working under on the project. To add estimated payroll for additional codes, please press the ADD  button on the lower left-hand corner. If the code does not appear in

Provide Estimated Payroll for work performed on this Contract

State: CA If the Classification Code was not found in the drop down, please click to [Add New Class Code](#)

Class Code	Man Hours	Estimated Payroll (\$)
Select		

Add New Class Code link.

the  
list,  
click  
on  
the

11. Insurance Information Section: This information is required except for items (a.) and (b.) below; however, please provide if available.

- Risk ID: This is the ID assigned to the Contractor by the Workers' Compensation Rating Bureau that compiles and calculates the EMR.
- Workers' Compensation Rating Bureau
- Current Experience Modification Rate (EMR)
- Anniversary Rating Date (mm/dd/yyyy)
- Offsite WC (Worker's Compensation) Carrier Name
- WC (Worker's Compensation) Offsite Policy Number
- Policy Effective Date (mm/dd/yyyy)
- Policy Expiration Date (mm/dd/yyyy)

YOUR INSURANCE  
PROVIDER CAN EASILY  
PROVIDE YOU WITH  
THIS INFORMATION

Provide Offsite Insurance Information

Risk ID	Rating Bureau
EMR	Anniversary Rating Date
WC Carrier	WC Offsite Policy #
Policy Effective Date	Policy Expiration Date

12. Saving Enrollment Information to Complete Later: If you do not have all the necessary information needed for your enrollment, you may save your partially completed information and finish later. Entries into the system are not saved automatically, click the Save for Later or Submit button before leaving the page.

This submitted information accurately reflects the total projected insurance costs (for bidder and all subcontractors noted on this form) that would apply if my regular insurance program were to provide coverage for this work. I agree that Subcontractors will supply the above insurance products, based on subcontractor's cost of insurance. The subcontractor will be liable for a subcontractor's negligence. Subcontractors will be responsible for all insurance deductible obligation within the range from \$1,000-\$25,000 per occurrence for General Liability, if determined the subcontractor is liable for the associated claim. For losses falling within the Products/Completed Operations period, the deductible obligations will double.

I agree that the statements in this application are true and accurate to the best of my knowledge.

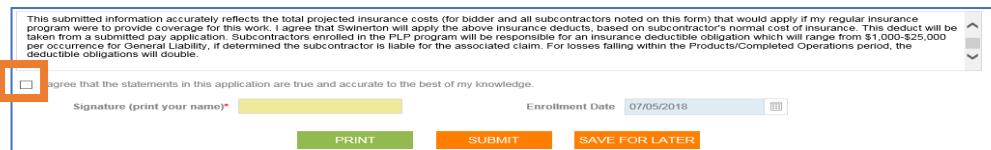
Signature (print your name)\*  Enrollment Date

[PRINT](#) [SUBMIT](#) [SAVE FOR LATER](#)

13. Submitting Enrollment Information: After you verify the information entered is correct complete the following steps to officially submit your enrollment.

- Check the confirmation box. Please note, the text you see in the portal that constitutes the confirmation may differ slightly from what is shown in this manual.
- After the confirmation box is checked, Signature (print your name) and Date field will be visible, enter the required information.
- Click the "Submit" button.

- If the confirmation box is not checked or information is not entered into the Signature/Date box before clicking the “Submit” button you will receive an error.
- Entries into the system are not saved automatically, you must click “Submit” before leaving the page.
- Once your Contract/Project is Pending/Enrolled, you cannot make changes to the enrollment information for that Project. If you discover an error, please contact the ROCIP Administrator for assistance.



This submitted information accurately reflects the total projected insurance costs (for bidder and all subcontractors noted on this form) that would apply if my regular insurance program were to provide coverage for this work. I agree that Swertort will apply the above insurance deducts, based on subcontractor's normal cost of insurance. The deducts will be taken from the total projected application. Subcontractors enrolled in the CTP program are responsible for an insurance deductible obligation which ranges from \$1,000-\$25,000 per occurrence for General Liability. If determined the subcontractor is liable for the associated claim. For losses falling within the Products/Completed Operations period, the deductible obligations will double.

I agree that the statements in this application are true and accurate to the best of my knowledge.

Signature (print your name)\*

Enrollment Date

#### 14. Uploading Enrollment Supporting Documentation:

- After you have submitted your enrollment, click on the Documents button on the upper righthand of the screen.



Contract #: CTP-00 Project: CSSI Test Project (CTP) Contract Status: Enrolled Administrator's Review: Approved

The enrollment has already been submitted. You cannot make any more changes. Please contact your Wrap-Up Administrator for further assistance.

- As part of your enrollment, you may be required to submit supporting documentation such as the following. The system will prompt you as to which documents are required.
  - Policy Declaration and Rate Pages
  - Certificates of Insurance (COIs)
  - No Known Loss Letters (NKLLs)
  - Other Documents
- To add documents to the selected Contract:
  1. Select the Document Category(ies) from the available options. You may select multiple Categories, i.e. “GL Dec and Rate Pages” and “Excess Rate and Dec Pages”.
  2. Click Browse to locate the file on your system.
  3. Click Upload File. Once the file is successfully uploaded, the document will be listed in the Documents section of this screen.

**ONLY THE FOLLOWING FILE TYPES  
CAN BE UPLOADED:  
PDF, DOC, DOCX, TIFF  
10MB OR LESS PER FILE**

4. If there are existing document(s) for the selected Contract, the system will display those in this section.

The screenshot shows a 'Documents' section with the following interface elements:

- Contract #:** CTP-00
- Select Document Category:** A dropdown menu with the following options:
  - COI Reviews/Renewals
  - Enrollment
  - Excess Dec & Rate Pages
  - GL Dec & Rate Pages
  - Insurance Cost Worksheet
  - No Known Loss Letter
  - Notice of Completion
  - Other Documents
- Select File:** A text input field with a 'BROWSE' button and a help icon (callout 2).
- UPLOAD FILE:** A button (callout 3).
- Document List:** A table showing existing documents:
 

Document Category	Document Name	File Name	Document Date
CIP Manual	CIP Manual	GC-CheiseMontrose.pdf	07/01/2018

### 8.3 How to Check Subcontractor Enrollment Status

To check the status of a subcontractor's enrollment, click the "View" link in the subcontract column.

The screenshot shows the Gallagher Contractor Online Portal with the following interface elements:

- Welcome:** Heather Lawson [ Sample Contractor ]  
Last Login Time: 01/23/20 01:06 PM EST
- Header:** Inbox(1), Home, Add User
- Left Sidebar:** Home, Contract, Documents, Reports
- Contractor Search:** Contractor: Select, SEARCH
- Contract Listing:**
  - Contractor:** Sample Contractor
  - Table:** Shows subcontractor details:
 

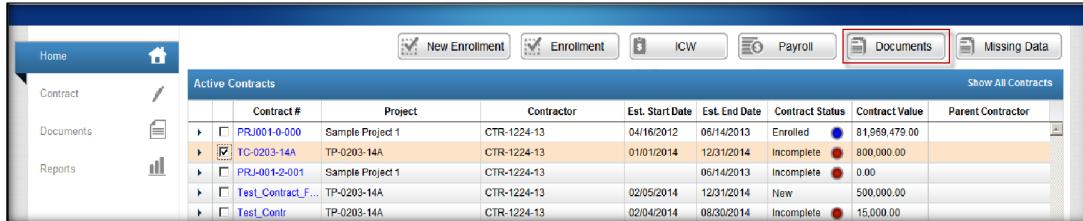
Contract #	Project	Contractor	Subcontract	Start Date	End Date	Contract
1234567-048	Sample Project	Sample Contractor	<b>View</b>	05/07/2019	12/01/2024	New
14999999-006	Test Project	Sample Contractor		07/05/2018		New

### 8.4 Uploading Additional Supporting Documentation

You may upload additional documents that are useful to you to store in the Contractor Online Portal (e.g. affidavits).

1. Access the Document Section from the home screen in one of the following ways:
  - a. Select the Contract/Project from the Active Contracts list by clicking the box to the left of the Contract#, then click the "Documents" button.

b. Click on Documents sub-menu under Contract from the left menu



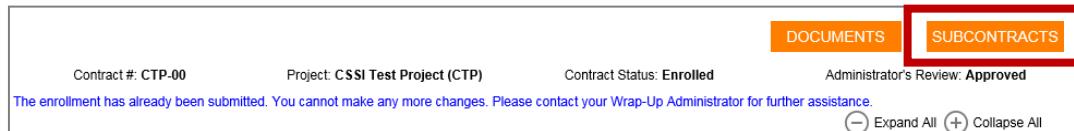
Active Contracts								Show All Contracts	
	Contract #	Project	Contractor	Est. Start Date	Est. End Date	Contract Status	Contract Value	Parent Contractor	
▶	PRJ001-0-000	Sample Project 1	CTR-1224-13	04/16/2012	05/14/2013	Enrolled	81,969,479.00		
▶	TC-0203-14A	TP-0203-14A	CTR-1224-13	01/01/2014	12/31/2014	Incomplete	800,000.00		
▶	PRJ-001-2-001	Sample Project 1	CTR-1224-13	06/14/2013		Incomplete	0.00		
▶	Test_Contract_F...	TP-0203-14A	CTR-1224-13	02/05/2014	12/31/2014	New	500,000.00		
▶	Test_Contr	TP-0203-14A	CTR-1224-13	02/04/2014	08/30/2014	Incomplete	15,000.00		

2. If there are existing document(s) already attached to the selected Contract/Project, they will appear in a list on the screen.
3. Adding Documents:
  - a. Select Contract No. - if already displayed proceed to next step
  - b. Select the Form Type from drop down menu. You can select multiple Form Types for a single document (e.g. No Known Loss Letter (NKLL), Other, etc.)
  - c. Locate the file by clicking the "Browse" button. The file must be on the device or computer from which you are currently accessing the portal.
  - d. Select the file and click the "Upload File" button.
  - e. Once the file is successfully uploaded, the document will be listed on the screen. Click on the link in the Document Name column to verify the intended document was uploaded.

## 8.5 How to Add Subcontractors

Upper tier Contractors may add one or more Subcontractors to a specific Contract/Project.

1. From the Enrollment Screen click the Subcontracts button in the upper righthand corner, which will take you to the Subcontracts screen.



2. Click the Add Subcontract button in the upper righthand corner to open a Subcontract Enrollment screen.



3. Next steps:
  - a. Complete all information fields to the best of your ability
  - b. Business Name, FEIN, Subcontract Construction Value, Expected Start Date, Description of Work
  - c. Enter in a contact person for the Subcontractor entity
  - d. Contract No will appear as a read only field

- e. Verify the information and check the checkbox next to the statement "Statements in this application are true and accurate to the best of my knowledge"
- f. Click Submit and confirm

**Sub Contract - Test Project / 14999999-016**

Contract #

Business Name\*

Federal ID #

Business Type\*

Contract Start Date\*

Contract Value\*

If you are self performing any work, please indicate the amount of your contract that is self performed.

Description of Work\*

**Contact Info**

First Name\*

Last Name

Email\*

Mobile

Phone

**Payroll Contact Info**

First Name

Last Name  Same as above

Email

Mobile

Phone

Statements in this application are true and accurate to the best of my knowledge.\*

4. To add additional Subcontractors, click the Add Subcontract button again.

## 8.6 How to Register/Add Subcontractors that are Ineligible, Excluded or Exempt

It is the responsibility of the Lead Contractor to ensure the online portal has a record of all contractors (of any tier) working under a given ROCIP Project regardless of whether or not they are eligible and enrolled under the insurance component of the program.

**ALL CONTRACTORS OF ALL TIERS  
ARE REQUIRED TO BE  
REGISTERED IN THE  
CONTRACTOR ONLINE PORTAL.**

Follow the instructions to add a subcontractor in Section 8.4 and specify the status of your subcontractor in the Description of Work field, along with a description of work (i.e. ineligible, excluded or exempt). See Section 4.3 for definitions of the three categories. If you have questions on whether or not any of your subcontractors should or may fall under one of these categories, please contact the CCD Risk Management for guidance.

## 8.7 How to View List of Subcontractors

1. Click View under the Subcontract column for the Contract/Project you want to see your list of subcontractors for.

Welcome: Heather Lawson [ Sample Contractor ]  
Last Login Time: 01/23/20 01:06 PM EST

Inbox(1) Home Add User

Home Contract Documents Reports

Contractor: Select  Payroll | Documents | Insurance Cost Worksheet | Non-CIP COI | Close Out

Contract Listing

Contract #	Project	Contractor	Subcontract	Start Date	End Date	Contract Status
1234567-048	Sample Project	Sample Contractor	<input type="button" value="View"/>	05/07/2019	12/01/2024	New
14999999-006	Test Project	Sample Contractor		07/05/2018		New

1 - 2 of 2 items 50 items per page

2. Click on the small triangle to see second tier subcontractors.
3. Click on the next small triangle to see third tier subcontractors.
4. If there are more than 50 subcontractors under your Contract/Project, you will see that there are multiple pages. Click on the next page number to see more.

<< 1234567-048

1 Payroll | Documents | Insurance Cost Worksheet | Non-CIP COI | Close Out

Sub Contracts

Contract #	Project	Contractor	Start Date	End Date	Contract Status	Contract Value (\$)	Parent Contractor
1234567-045	Sample Project	Arthur J. Gallagher	10/01/2018	12/01/2024	Incomplete	\$10,000.00	SContractors (Sample Con)
1234567-048-01	Sample Project	Test	07/24/2019	12/01/2024	New	\$100,000.00	SContractors (Sample Con)
1234567-048-01-01	Sample Project	contractor 1	01/24/2020	12/01/2024	New	\$100.00	Test
1234567-048-02	Sample Project	Test	07/24/2019	12/01/2024	New	\$100,000.00	SContractors (Sample Con)

1 - 3 of 3 items 50 items per page      3

## 8.8 How to Report Payroll and Labor Hours

- Initial Payroll and Labor Hours “estimates” are provided during the Enrollment process, which was reviewed earlier in this manual.
- Actual Payroll and Labor Hours must be submitted to the Contractor Online Portal monthly from the start to the completion of the Contract/Project

Follow the steps below to submit your Actual Payroll and Labor Hours:

CONTRACTOR  
ONLINE PORTAL



**MONTHLY REPORTS**  
**PAYROLL AND LABOR HOURS**  
**MUST BE REPORTED ON OR**  
**BEFORE THE 5<sup>TH</sup> DAY OF EACH**  
**MONTH FOR THE PRECEDING**  
**MONTH WORK**

- a. Selecting the Contract No. listed on the Home Screen, then click on the Payroll button.  
NOTE: If any of your Contract No's are not listed, please contact your ROCIP Administrator to check the status of enrollment.
- b. Clicking on Payroll sub-menu under Contract from the left menu of the screen.



2. Actual Payroll screen will open.

The screenshot shows the 'Payroll' reporting screen. At the top, there is a 'Contract #' field containing 'PRJ-001-2-001'. Below this, there are fields for 'Report Date' (02/21/2014), 'Start Date' (02/01/2014), and 'End Date' (02/28/2014). There are also 'Signed By' (joe) and 'Title' fields. A 'Note' text area is present. At the bottom, there is a table with columns: WC Code, Description, Man Hours, Gross Payroll (\$), and Reported Payroll (\$). The table contains one row with WC Code '0042' and Description 'Landscaping and Gardening', with Man Hours '200', Gross Payroll '\$1000', and Reported Payroll '\$1000'.

WC Code	Description	Man Hours	Gross Payroll (\$)	Reported Payroll (\$)
0042	Landscaping and Gardening	200	1000	1000

3. If you selected the Contract # from the Home Screen, the Contract No. will be pre-filled on the reporting screen. If it is not, you must select the Contract No. manually.
4. Report date is the current date and will be auto filled by the system.
5. If this is the first payroll report, please enter the Start Date by either manually typing in Date textbox (mm/dd/yyyy) or using the drop-down Calendar. Do the same for the End Date. When submitting subsequent payrolls, the system will populate the next calendar day as the Start Date from the previous report. The End Date needs to be entered manually.
6. Signed By textbox will autofill. Title can be manually entered in the Title textbox.
7. Work Comp Class Code(s) will be filled from the estimated payroll info you submitted during enrollment. If you need to add another class code, click on the green plus button located above the Reported Payroll column.
8. In the WC Code box, enter the WC Code followed by the Description in the next field. In addition, you can delete a selected WC Code by clicking the Delete (x) icon located above the Reported Payroll column. Note: You must leave a note in the notes field explaining to the ROCIP Administrator why you are entering payroll for a class code not included on your enrollment.

9. Click the Man Hours field to enter the correct labor hours.  
Remember: If there are no hours worked for a WC code for that month, enter zero (0).
10. Reported Payroll does not include the premium (excess) portion of any Overtime pay. (i.e. 48 hours. x 24.00\$/hr. = \$1,152, do not include the premium overtime pay of \$12.00 for the 8 hours of overtime). The states of PA, NV, UT, DE and applicable WC monopolistic states require the entire unburdened overtime portion as Reportable Payroll. If you are unsure whether to include the unburdened overtime portion as Reportable Payroll, you can find the information in your CCIP manual, or by calling the AJG Wrap-up Administrator.
11. If a WC Code is entered which was not included in the original Estimated Payroll section on Enrollment Application, a Note explaining the reason for the same must be added before saving the Actual Payroll.
12. If Reported Payroll is less than Man Hours system will issue an error message "Reported payroll should be more than man hours."
13. If Payroll Start Date is before Project or Contract Start Date system will issue an error message "Payroll cannot be entered before the Project Start date / Contract Start date, which is [DATE]. Please contact AJG Wrap-up Administrator for assistance."
14. After all the required information has been entered, click Submit button. Note: Once the payroll information has been submitted it cannot be changed. You must contact the ROCIP Administrator to make any changes.
15. To print, click Print button on the top right corner of Actual Payroll screen. A PDF file will open displaying the details of the submitted Actual Payroll.
16. Click on Home link in the upper righthand corner of the screen to go back to the Home screen.

## 8.9 How to Closeout a Project

When a Contractor has completed its Work at a Project Site and will no longer have on-site workers for that specific Project, the Contractor shall notify the ROCIP Administrator by taking the following steps in the Contractor Online Portal:

1. Select the Contract No. listed on your home screen that you wish to closeout by clicking the box next to the Contract No., then click the Close Out button in the upper righthand corner to open up the Closeout screen.



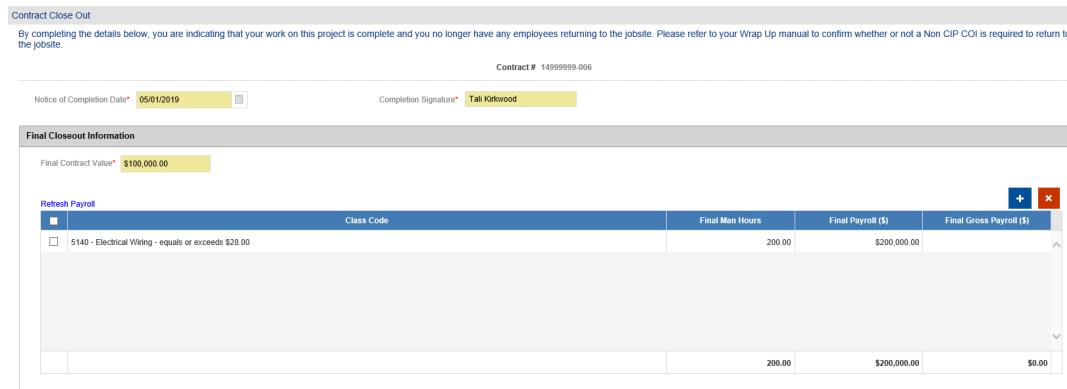
The screenshot shows a table titled "Contract Listing" with columns: Contract #, Project, Contractor, Start Date, End Date, Contract Status, and Contract Value. There are three rows of data:

Contract #	Project	Contractor	Start Date	End Date	Contract Status	Contract Value
14999999-006	Test Project	Sample Contractor	07/05/2018		New	\$25,000.00
14999999-016	Test Project	Sample Contractor	07/04/2018	12/31/2018	Incomplete	\$25,000.00
CTP-00	CSSI Test Project	CSSI Test Contractor	07/01/2018	12/31/2020	Enrolled	\$25,000.00

If the Contract No. you are looking for, or any of your current contracts are not listed, please contact the ROCIP Administrator for assistance.

2. Complete all fields
  - a. Notice of Completion Date: The date your company finished work on site. This does not mean substantial completion date, but final completion date.
  - b. Completion Signature: Name of person completing entries in system.
  - c. Final Contract Construction Value: Your final contract construction value.

d. Payroll Information: The final payroll amount for all Class Codes from your enrollment, for the entire project. Once all information is completed, click the Submit button. You should see the message “Data Saved Successfully”.



The screenshot shows a web-based application for finalizing a construction project. At the top, there is a header with 'Contract Close Out' and a note about completing the details for the project. Below this, the 'Notice of Completion Date' is set to '05/01/2019' and the 'Completion Signature' is 'Tali Kirkwood'. The 'Contract #' is listed as '14999999-006'. The main section is titled 'Final Closeout Information' and contains a table with the following data:

Class Code	Final Man Hours	Final Payroll (\$)	Final Gross Payroll (\$)
5140 - Electrical Wiring - equals or exceeds \$28.00	200.00	\$200,000.00	\$0.00
	200.00	\$200,000.00	\$0.00

### 3. Subcontractor Details

If you DID NOT hire any subcontractors:

a. Click No in the dropdown menu and then click **SUBMIT**.

If you DID hire subcontractors: Review the list that appears on the screen.

- If all of your subcontractors are listed click No in the dropdown menu.
- If all of your subcontractors are NOT listed click Yes to add your missing subcontractors in the Add Subcontractors list by clicking the plus button **+** and completing the requested information.
- If your subcontractors' have already closed out their project(s) in the portal, their reported final Contract Construction Value will populate in the Final CV (Reported by Sub) column.

**Final CV (Reported by Sub)**

You must confirm or correct the value, by entering the final Contract Construction Value under the Final CV (Reported by Parent) column.

**Final CV (Reported by Parent)**

d. After all hired subcontracts are reported, carefully review your Closeout screens to ensure all information is accurate, then click **SUBMIT**.

**Sub Contractor Details**

EXISTING SUBCONTRACTS  
Please enter your subcontractor's final contract value.

Contract #	Contractor Name	Contract Status	Final CV (Reported by Sub)	Final CV (Reported by Parent)
1234567-048-01	Test	New		
1234567-048-02	Test	New		

Are there any subcontractors that you hired for this project, that are not listed above, as EXISTING SUBCONTRACTORS? **No**

ADD SUBCONTRACTS  
Please add a line and provide the details for any of your subcontractors that are not listed above.

<input type="checkbox"/>	Subcontractor Name	Sub's Start Date	Description of Work	Contact First Name	Contact Last Name	Contact Email	Final Contract Value
No records to display.							

## 9. FREQUENTLY ASKED QUESTIONS

This FAQ section is split into section by topic to make it easier to find what you are looking for. The various sections are: General Topics | Enrollment Topics | Payroll Topics

### 9.1 General Topics

**Q1**

What is a “ROCIP”?

ROCIP stands for “Rolling Owner Controlled Insurance Program.” Once you are enrolled, this program provides you with various insurance coverages that are selected and paid for by CCD as the Owner of the program.

**Q2**

How do I get a sample Certificate of Insurance?

There is a sample COI in this manual and that document is also available on the Contractor Online Portal - or you can call the Wrap-up Service Center (866.684.9727) for assistance.

**Q3**

Where do I find my specific Workers’ Compensation Policy Number?

The CCD ROCIP Administrator will issue you a specific Workers’ Compensation policy for each specific project you are enrolled under. If you cannot find your policy number, contact the ROCIP Administrator for assistance.

**Q4**

Can I use the same policy number for multiple projects?

No, each project will have its own unique policy number.

### 9.2 Enrollment Topics

**Q1**

Why do I have to enroll?

All contractors, of all tiers, must enroll unless specifically ineligible or excluded from the program. CCD has provided a ROCIP for its large construction projects because it creates:

- a consistent and controlled level of insurance for all participating contractors
- opportunity to use CCD’s buying power for competitive rates that are guaranteed for the five-year period of any given ROCIP
- opportunity for smaller contractors to compete for projects and help Lead Contractors fulfill their requirements to include certified companies in the project
- single insurer responsibility for claims which greatly reduces legal expenses and other expenses related to claim disputes when multiple insurers are involved
- centralized and consistent loss control services

**Q2**

Is there a charge for it? I already have insurance.

CCD pays the cost of the ROCIP. You're not "double-covered" as the ROCIP is onsite coverage only, and just for the project(s) you're working on for CCD. You should receive credit from your insurance carrier for your ROCIP participation; CCD and its ROCIP Administrator will provide you with a Certificate of Insurance and copies of any necessary payroll reports, if needed, to obtain the insurance credits from your insurance provider.

**Q3**

What do I do if I am hiring subcontractors to work for me?

If you are required to enroll, your lower tier subcontractors must also enroll, prior to beginning work on site – there are a few exceptions that are detailed in this manual. Please provide the ROCIP Administrator with their contact information, and make sure they receive copies of the ROCIP Insurance Manual, ROCIP Safety Manual and ROCIP Claims Guide.

**Q4**

Can I enroll online? How do I get a USER ID and password?

CCD's ROCIP Administrator provides a Contractor Online Portal that can be used for a variety of

**CONTRACTOR  
ONLINE PORTAL**



tasks including, enrollment payroll reporting, monitoring delinquencies for you or your subcontractors, accessing documents, etc. If you do not have login access, you can register through the Contractor Online Portal or by calling a ROCIP Administrator for assistance (instructions on how to register online and the contact information for ROCIP Administrators is detailed in the ROCIP Insurance Manual. (<https://ajg.vuwrapup.com/contractorportal>)

**Q5**

I have been awarded a second contract for the same project. Do I need to complete another enrollment?

Yes, you will need to do a separate enrollment for each Contract you are awarded regardless if it is on the same project or not. **HOWEVER**, you will be able to select certain information from drop down menus from previously entered information to help speed up the process.

**Q6**

What is a Risk ID Number?

Whether from NCCI or your State WC Bureau, each company is assigned a tracking number for Workers' Compensation experience. It is typically assigned after a company has employed workers for three or more years. You or your insurance provider can typically access this number online through NCCI or your state bureau by searching with your FEIN or corporate name.

**Q7**

What exactly are Workers' Compensation Rate Pages?

Rate pages are the policy pages from your Workers' Compensation policy(ies) that show your Class Codes used to determine the premium for your policies. They must be from the policy period in which your Contract was issued and must to match the rates you entered on your Insurance Cost Worksheet. Your insurance provider will be able to easily assist you.

**Q8**

If one of my subcontractors is ineligible, excluded or exempted from enrolling under ROCIP do I still have to drug test their employees?

Yes. The ROCIP Safety Manual applies to all contractors working on CCD ROCIP related projects.

**Q9**

My work on the project is complete. What do I do now?

All closeout items are to be completed by you in the Contractor Online Portal. Refer to the ROCIP Insurance Manual for detailed instructions.

### 9.3 Payroll Topics

**Q1**

How do I report payroll? Do you need certified reports? When is it due?

CCD does not collect certified payroll. You are required to report payroll using the Contractor Online Portal (<https://tsib.vuewrapup.com/contractorportal>). Reports are due by the 5th of each month for the preceding month work. See the ROCIP Insurance Manual for more detail.

**Q2**

How can I avoid getting a payroll delinquency notice?

Please be sure to cover all dates in the month from the date your ROCIP coverage began – even if it is a weekend or holiday, and no work is performed. Make sure your dates run consecutive from report to report. If one report ends on 12/31/2019, your next report needs to begin on 1/1/2020. Also, if you are not on site in any given month, you must submit a “ZERO” report for that month.

**Q3**

What's the difference between “Gross” and “Reportable” payroll?

Reportable payroll does not include the premium portion of any overtime pay. Gross payroll includes the overtime pay.

## 10. ADDITIONAL RESOURCES

The following forms and resources may be accessed in this document by either scrolling within this document or clicking on the items in the below list to be directly linked to the item of interest.

- 10.1 Sample Certificate of Insurance
- 10.2 Workers' Compensation Information and Designated Medical Provider Form (CO Form WC49)
- 10.3 Workers' Compensation Worker Notice and Designated Medical Provider List Poster
- 10.4 Workers' Compensation Notice of Injury Poster (CO Form WC50)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
mm/dd/yyyy

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

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

PRODUCER		CONTACT NAME: Your Agent's Contact Name	
Your Insurance Agent/Broker Name		PHONE (A/C No, Ext): Your Agent's Phone Number	FAX (A/C, No): Agent's Fax #
Address		E-MAIL ADDRESS: Your Agent's E-mail address	
City	St	INSURER(S) AFFORDING COVERAGE	
INSURED		NAIC #	
Your company Name		INSURER A: Your Insurance Company	
Address		INSURER B: Your Insurance Company	
City, State, Zip Code		INSURER C: Your Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			Your Policy #	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
A	AUTOMOBILE LIABILITY			Your Policy Number	mm/dd/yy	mm/dd/yy	MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PERSONAL & ADV INJURY \$ 1,000,000
	UMBRELLA LIAB						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PRODUCTS - COMP/OP AGG \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Your Policy #	mm/dd/yy	mm/dd/yy	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
The CITY AND COUNTY OF DENVER, A MUNICIPAL CORPORATION OF THE STATE OF COLORADO, its officers, directors, employees and agents are Additional Insureds per endorsement equivalent to ISO Form CG 2038. Coverage is primary and non-contributory. Waiver of Subrogation is included for the General Liability, Workers' Compensation per Endorsements # attached.							

CERTIFICATE HOLDER		CANCELLATION	
City and County of Denver c/o Arthur J. Gallagher RMS, Inc./Gallagher ROCIP Group 12444 Powerscourt Drive St. Louis, MO 63131		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Your Agent's Signature</p>	

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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT DIVISION OF WORKERS'  
COMPENSATION

**Colorado Workers' Compensation Information and Designated  
Medical Provider List**

for this CCD ROCIP PROJECT your employer has workers' compensation coverage for employees through:

**AMERICAN ZURICH INSURANCE COMPANY**

Workers' compensation is a type of insurance coverage that employers must provide to their employees. The cost of workers' compensation insurance is paid entirely by the employer and may not be deducted from an employee's wages.

If you are injured or sustain an occupational disease while at work, you may be entitled to compensation benefits as provided by law. WRITTEN NOTICE MUST BE GIVEN TO YOUR EMPLOYER WITHIN 4 WORKING DAYS OF THE ACCIDENT. If you don't report your injury or occupational disease promptly your benefits may be reduced.

If you are unable to work as the result of a work-related injury or occupational disease, compensation (wage replacement) benefits will be based on 2/3 of your average weekly wage up to a maximum set by law. No compensation is payable for the first 3 days of disability unless the period of disability exceeds two weeks. You are entitled to reasonable and necessary medical treatment of compensable injuries or occupational diseases. If you notify your employer of an injury or occupational disease and are not offered medical care, you may select the services of a licensed physician or chiropractor.

You may file a Worker's Claim for Compensation with the Division of Workers' Compensation. To obtain forms or information regarding the workers' compensation system, you may call Customer Service at 303-318-8700 or toll-free at 1-888-390-7936 or visit our website at [www.colorado.gov/cdle/dwc](http://www.colorado.gov/cdle/dwc).

**COLORADO DIVISION OF WORKERS' COMPENSATION  
633 17th Street, Suite 400, Denver, CO 80202-3626**

---

TO BE COMPLETED BY INJURED WORKER: Review this form in its entirety. Select your desired designated medical provider by checking the appropriate box below, sign, date and return this form to your employer.

Designated Medical Provider List for CCD ROCIP. Check the box above your desired medical provider.

Midtown Occupational  
Health  
2420 W 26th Ave.,  
Bldg. D Ste 200  
Denver, CO 80211  
303.831.9393

Concentra Medical Center –  
Downtown Denver  
1730 Blake Street  
Ste 100  
Denver, CO 80202  
303.296.2273

Concentra Medical Center –  
North Denver  
420 East 58<sup>th</sup> Avenue,  
Ste 111  
Denver, CO 80216  
303.292.2273

Workwell  
3350 Peoria St  
Ste 190  
Aurora, CO 80010  
303.365.4646

Pursuant to section 8-42-404 (5) (III), if a request for a change of physician is made, the insurance carrier representative is: American Zurich Ins. Co., PO Box 968023, Schaumburg, IL, 60196. Phone: 1-800-777-9005, Fax 1-214-866-1676.

I acknowledge that I have reviewed this form, received the Designated Medical Provider List and have selected the medical provider I wish to use above.

---

Signature

Print Name

Date



# City and County of Denver ROCIP

## NOTICE TO ALL WORKERS about on-the-job injuries

### IF YOU ARE INJURED ON THE JOB



### LIST OF APPROVED MEDICAL PROVIDERS

#### NOTIFY YOUR EMPLOYER

Notify your Supervisor, Safety Representative or a member of Management of your injury immediately.

#### GET IMMEDIATE CARE

If your injuries are serious or life-threatening, seek immediate emergency medical attention.

#### SEEK MEDICAL TREATMENT

If you need medical attention, contact a provider on the approved list to schedule an appointment – Please be prepared to wait to see a medical provider based on volume and urgency of other patients at the clinic the day of your visit.

For emergency, urgent or afterhours care you may seek treatment from a hospital or from the nearest qualified care provider.

#### RECOVER AT WORK

If you are able, stay at work or plan for a return to modified duty as early as possible.

*Note: Mileage distance is estimated from the National Western Center to the provider's offices*

2  
mi

2  
mi

5  
mi

12  
mi

2  
mi

Midtown Occupational  
Health Diamond Hill Complex  
2420 W. 26th Ave.  
Bldg. D, Ste 200 Denver, CO  
80211

303.831.9393  
Type: Clinic Care  
Concentra Medical Center –  
Downtown  
1730 Blake Street, Ste 100  
Denver, CO 80202

303.296.2273  
Type: Clinic Care  
Concentra Medical Center –  
North Denver  
420 East 58<sup>th</sup> Avenue, Ste 111  
Denver, CO 80216

303.292.2273  
Type: Clinic Care  
Workwell  
3350 Peoria St, Ste 190  
Aurora, CO 80010

303.365.4646  
Type: Clinic Care  
Denver Health  
777 Bannock Street  
Denver, CO 80204  
303.436.6000  
Type: Emergency Care

COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT  
DIVISION OF WORKERS' COMPENSATION

**Colorado Workers' Compensation Notice of Injury**

**WARNING**

IF YOU ARE INJURED ON THE JOB, WRITTEN NOTICE OF YOUR INJURY MUST BE GIVEN TO YOUR EMPLOYER WITHIN FOUR WORKING DAYS AFTER THE ACCIDENT, PURSUANT TO SECTION 8-43-102(1) AND (1.5), COLORADO REVISED STATUTES.

IF THE INJURY RESULTS FROM YOUR USE OF ALCOHOL OR CONTROLLED SUBSTANCES, YOUR WORKERS' COMPENSATION DISABILITY BENEFITS MAY BE REDUCED BY ONE-HALF IN ACCORDANCE WITH SECTION 8-42-112.5, COLORADO REVISED STATUTES.

**AVISO**

SI SE LASTIMA EN EL TRABAJO, DEBE DARLE UN AVISO POR ESCRITO A SU EMPLEADOR DENTRO DE CUATRO DÍAS LABORABLES DEL ACCIDENTE, SEGÚN A LA SECCIÓN DE LOS ESTATUOS REVISADOS DE COLORADO 8-43-102(1) Y (1.5).

SI EL ACCIDENTE RESULTA DEBIDO AL USO DE ALCOHOL O UNA SUSTANCIA CONTROLADA, SUS BENEFICIOS DE LA INCAPACIDAD DE LA COMPENSACIÓN DE LOS TRABAJADORES PUEDEN SER REDUCIDOS POR UN MEDIO EN ACUERDO DE LA SECCIÓN DE LOS ESTATUOS REVISADOS DE COLORADO 8-42-112.5.

EXHIBIT U



**DENVER**  
THE MILE HIGH CITY

Rolling Owner  
Controlled Insurance  
Program (ROCIP)

# Safety Manual

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## CONTENTS

1. INTRODUCTION & GENERAL INFORMATION -----	7
2. DEFINITIONS -----	8
3. CITY AND COUNTY OF DENVER ROCIP SAFETY TEAM DIRECTORY -----	9
4. SAFETY RESPONSIBILITIES & SAFETY REPRESENTATIVE QUALIFICATIONS -----	10
4.1 Statement of Authority -----	10
4.1.1 CCD ROCIP Safety Team Responsibilities -----	10
4.2 Contractor Safety Requirements -----	11
4.3 Contractor Safety Representative-----	11
4.3.1 Contractor Safety Representative Ratios and Shift Representation -----	11
4.3.2 Safety Representative Qualifications -----	12
4.3.3 Safety Representative Responsibilities-----	12
4.4 Subcontractor Safety Representative -----	14
4.4.1 Subcontractor Safety Representative Qualifications- Less than 50 employees-----	14
4.4.2 Subcontractor Safety Representative Qualifications- More than 49 Employees-----	14
4.4.3 Subcontractor Safety Representative Responsibilities-----	14
4.5 Field Supervisor Requirements -----	15
4.5.1 Field Supervisor Qualifications-----	15
4.5.2 Field Supervisor Responsibilities-----	15
5. DRUG AND ALCOHOL TESTING AND EDUCATION REQUIREMENTS-----	16
5.1 Drug-Free Workplace Policy -----	16
5.1.1 Contractor Substance Abuse Policy-----	17
5.2 Notification Requirements-----	17
5.3 Required Drug Testing -----	17
5.3.1 Pre-employment Drug Testing-----	17
5.3.2 Post-Incident and Reasonable Suspicion Testing-----	18
5.3.3 Return to Duty Testing -----	19
5.4 Confidentiality-----	19
6. SAFETY PRE-PLANNING REQUIREMENTS-----	20
6.1 Pre-Planning Requirements-----	20
6.2 Pre-Work Hazard Mitigation Planning Requirements-----	23
6.2.1 Daily Pre-Task Planning and Job Hazard Analysis-----	23
6.2.2 Two-Week Look Ahead High-Risk Activity and Mobilization Report-----	23
6.2.3 Subcontractor Pre-Mobilization Meeting -----	24
6.3 Task Specific Pre-Planning Requirements -----	24
6.3.1 Crane Operations-----	24
6.3.2 Elevated Work-----	25
6.3.3 Lock-Out Tag-Out -----	26
6.3.4 Confined Space-----	26
6.3.5 Hot Work -----	28
6.3.6 Traffic Control -----	28
6.3.7 Silica-----	29
6.3.8 Respiratory Program-----	29
7. SAFETY TRAINING AND MEETING REQUIREMENTS-----	31
7.1 Employee Orientation Training -----	31
7.2 Tour & Visitor Guidelines-----	31
7.3 Regulatory Training -----	32
7.4 Weekly Safety Toolbox Meeting-----	32

7.5	Weekly Joint Safety Meeting -----	32
7.6	Supervisory Safety Meetings -----	32
7.7	Incident Review with CCD ROCIP Safety Team-----	32
7.8	ROCIP Safety Meetings-----	32
8.	SAFETY REPORTING AND INSPECTION REQUIREMENTS-----	33
8.1	Post-Incident Reports -----	33
8.1.1	Incident Notification-----	33
8.1.2	Incident and Near Miss Investigations -----	33
8.2	Jobsite Safety Inspections-----	33
8.3	Contractor's Monthly Safety Report-----	34
8.4	Safety Observations -----	34
8.5	OSHA Inspections-----	34
8.6	Miscellaneous Inspections -----	34
9.	MISCELLANEOUS SAFETY PROGRAM REQUIREMENTS-----	35
9.1	Safety Awareness-----	35
9.2	Lessons Learned -----	35
9.3	Stretch and Flex Program -----	35
9.4	Employee Near Miss Reporting Program-----	35
9.5	Employee Discipline & Enforcement -----	36
10.	SAFETY PROVISIONS -----	38
10.1	Cranes -----	38
10.1.1	Crane Assembly/Disassembly-----	38
10.1.2	Qualified Riggers-----	38
10.1.3	Qualified Signal Person Requirements A signal person is required when: -----	38
10.1.4	Outriggers and stabilizers-----	39
10.1.5	Work Platforms Suspended from Cranes -----	39
10.2	Elevated Work - Fall Protection-----	40
10.2.1	Types of Fall Protection Systems-----	40
10.2.2	Safety Harness-----	40
10.2.3	Lanyards and Lifelines -----	41
10.2.4	Training-----	42
10.3	Scaffolding -----	42
10.3.1	General Requirements -----	42
10.3.2	Rolling Scaffolds-----	43
10.3.3	Scaffold Planking-----	43
10.3.4	Scaffold Tagging-----	43
10.4	Scissor Lifts-----	43
10.5	Mobile Elevating Work Platforms (MEWP- formerly Aerial Lifts) -----	44
10.6	Floor and Roof Openings -----	44
10.7	Ladders-----	44
10.7.1	Fall protection -----	44
10.7.2	General Requirements -----	45
10.7.3	Usage -----	45
10.7.4	Storage -----	45
10.7.5	Job Built Ladders.-----	45
10.8	Excavations and Trenching-----	45
10.8.1	Underground Utility Damage Prevention Work Plan -----	46
10.9	Hazardous Materials and Hazardous Waste-----	48
10.10	Spill Prevention-----	49
10.11	Confined Space Entry -----	50

10.11.1 Entering A Permit-Required Confined Space -----	51
10.11.2 Air Monitoring-----	51
10.11.3 Ventilation-----	52
10.11.4 Protective Equipment -----	52
10.11.5 Rescue-----	52
10.11.6 Training-----	52
10.12 Silica-----	53
10.12.1 Potential Exposures-----	53
10.12.2 Safe Work Practices -----	53
10.12.3 Air Monitoring-----	54
10.13 Electrical -----	54
10.13.1 Lock-Out Procedures-----	55
10.13.2 Energized Electrical Work-----	57
10.14 Steel Erection -----	57
10.15 Welding and Cutting -----	57
10.15.1 Electric Arc Welding-----	58
10.15.2 Gas Welding or Cutting-----	58
10.16 Compressed Gas Cylinders -----	59
10.17 Hot Work Permits-----	60
10.18 Fire Prevention and Protection-----	60
10.19 Powder Actuated Tools-----	62
10.20 Traffic Control -----	62
10.21 Personal Protective Equipment -----	62
10.21.1 Eye Protection-----	62
10.21.2 Head Protection-----	63
10.21.3 Hearing Protection -----	63
10.21.4 Foot Protection-----	63
10.21.5 Clothing -----	64
10.21.6 Hand Protection-----	64
10.21.7 Respiratory Protection -----	65
10.22 Motor Vehicles & Equipment -----	65
10.22.1 Personal Vehicles -----	65
10.22.2 Jobsite Vehicles & Equipment -----	65
10.23 General Rules -----	66
10.24 Housekeeping-----	67
10.25 Protection of the Public and Property -----	67
10.26 Security-----	69
10.27 Smoking -----	69
10.28 Sanitation -----	69
10.28.1 Potable water-----	69
10.28.2 Toilets -----	69
10.28.3 Washing Facilities-----	70

APPENDIX A – MODEL SITE-SPECIFIC SAFETY PLAN -----	71
APPENDIX B – JOB HAZARD ANALYSIS -----	76
APPENDIX C – DAILY PRE-TASK PLANNING -----	77
APPENDIX D – CONTRACTOR TWO-WEEK LOOK AHEAD-----	78
APPENDIX E – SUBCONTRACTOR PREMOBILIZATION SAFETY MEETING-----	79
APPENDIX F – CRITICAL LIFT PLAN (CRANES) -----	80
APPENDIX G – SAMPLE SHARED SPACE AGREEMENT (CRANE) -----	81
APPENDIX H – SUSPENDED PERSONNEL PLATFORM CHECKLIST -----	84
APPENDIX I – VISITOR’S WAIVER AND RELEASE-----	87
APPENDIX J – SAFETY ORIENTATION TRAINING ACKNOWLEDGEMENT -----	89
APPENDIX K – NEAR MISS REPORT FORM -----	90
APPENDIX L – SAMPLE WEEKLY TOOLBOX ATTENDANCE ROSTER -----	91
APPENDIX M – INVESTIGATION FORMS -----	92
APPENDIX N – SAMPLE HOT WORK PERMIT -----	96
APPENDIX O – LESSONS LEARNED FORM -----	97
APPENDIX P – CONTRACTOR’S MONTHLY SAFETY REPORT -----	98
APPENDIX Q – DRUG SCREEN REQUISITION AND AUTHORIZATION FORM -----	100

## 1. INTRODUCTION & GENERAL INFORMATION

The City and County of Denver (CCD) has arranged for certain activities under this construction project to be insured under a Rolling Owner Controlled Insurance Program (ROCIP). The ROCIP Safety Manual was developed to ensure proactive safety processes are established and implemented on ROCIP projects to prevent incidents and injuries to all employees and the public while working on City and County of Denver projects. Contractors and subcontractors of any tier are responsible for full compliance with all applicable laws, statutes, ordinances, rules, regulations and/or orders of any public authority (federal, state, local) as they relate to safety of persons, environment, public, or property.

This ROCIP Safety Manual is not an attempt to reiterate applicable health and safety standards, instead is prepared to provide a uniform framework for safety and health management at City and County of Denver projects. Changes to these standards may be made during the duration of the construction contract and will become immediately binding and enforced, provided they are more stringent than existing requirements. All applicable OSHA, ANSI, NEC, and NFPA standards are incorporated into this program by reference.

Throughout the duration of this project, the Contractor and their subcontractors, of any tier, shall be responsible for administering their own safety program. Neither this document, nor the safety services provided by individuals associated with this project, is intended to serve as a substitute for the control and responsibility of the Contractor and Subcontractor to provide a safe work environment for their employees, staff and the public.

The Contractor is responsible for overseeing the safety of all employees, including their subcontractors, on the project. This is required regardless of a subcontractors' eligibility for coverage under the ROCIP program; however, this does not relieve the subcontractor of its safety responsibilities.

The Contractor and subcontractors must thoroughly review this document and the appropriate portions of the Contract Documents to understand the risks inherent in the project and the safety measures needed to adequately protect employees and the public from harm. The ROCIP has specific safety requirements that, in many instances, exceed current federal, state, or local safety and environmental standards. No accommodations will be made to Contractors and subcontractors, due to ignorance, regarding safety program requirements. The cost of compliance shall be borne solely by the Contractor and subcontractors. This document shall become part of the Contract Documents. The requirements contained herein are binding. Failure to comply with these requirements will be deemed as non-compliance or default of the contract. Payments of monthly pay applications may be withheld until compliance is deemed satisfactory. Failure to comply may result in removal from the project.

**The City and County of Denver reserves the right to make any changes and modifications to this document via bulletin, memo, or any other written communication.**

**ALL CONTRACTORS PERFORMING WORK ON A ROCIP PROJECT, REGARDLESS OF ELIGIBILITY FOR INSURANCE ENROLLMENT, MUST FOLLOW THE SAFETY REQUIREMENTS OF THE CONTRACT AND THIS MANUAL.**

## 2. DEFINITIONS

The following acronyms and titles may not reflect the actual titles and acronyms in use by all entities on this project and do not have any force or effect beyond their use in the Safety Manual. Due to such differences in nomenclature among Owners and Contractors, the following are used throughout the ROCIP Safety Manual to establish the functional framework for the ROCIP Safety Program. Terms of the ROCIP govern where there is conflict with other referenced definitions.

- a. **Accident.** An undesired event or sequence of events causing injury, illness, property damage or loss of life.
- b. **Contractor.** The entity with which the City and County of Denver enters into this contract; or, any entity having overall responsibility for the performance of work on the construction site, who determines construction means and methods, and who supervises Subcontractors.
- c. **Contractor Safety Representative.** Safety professional, meeting minimum requirements and approved by CCD, assigned fulltime to the project to monitor the safety of Contractor employees and subcontractors under the scope of work of the contract.
- d. **CCD ROCIP Safety Team.** This is the management team that represents the safety and health interests of the ROCIP in the prevention of insurable loss on the City and County of Denver ROCIP projects. The team members are declared in Section 3.
- e. **Drug.** For the purpose of this policy, the term "drug" is assumed to include illicit drugs, misused or abused prescribed or over-the-counter medications, controlled substances, marijuana, and alcohol. The terms drug abuse and substance abuse may be used interchangeably.
- f. **Employee.** Person employed by an Employer as defined by this section.
- g. **Employer.** Firm or entity that has Employees working on the ROCIP site. The term Employer includes the Contractor and Subcontractors of all tiers.
- h. **Job Hazard Analysis (JHA).** A technique to identify the dangers of specific job steps in order to reduce the risk of injury to workers.
- i. **Near Miss Incident.** Incident that had the potential to cause harm or injury but because of circumstances resulted in no harm or damage.
- j. **ROCIP Broker/Administrator.** Arthur J. Gallagher Risk Management Services, Inc. herein referred to as the "ROCIP Administrator" or "Gallagher" providing risk management consulting and being a consultant for safety to the project.
- k. **ROCIP Insurer.** The insurance companies providing CCD ROCIP coverages.
- l. **Rolling Owner Controlled Insurance Program (ROCIP).** Owner's wrap-up insurance program which provides insurance coverage for eligible and enrolled owner's representatives, Contractors, and Subcontractors of any tier, working on City and County of Denver ROCIP project sites. The Owner and ROCIP Administrator identifies program participants.
- m. **Site-Specific Safety Program (SSSP).** The Employer's Site-Specific Safety Program prepared in accordance with the requirements of this document and the Contract.
- n. **Subcontractor.** Firm or other entity awarded work by a Contractor on the ROCIP project. Subcontractor as used herein shall apply to all tiers of Subcontractors, as well as vendors and service providers performing work for the benefit of the Contractor. For the purposes of the Safety Standards, vendors, suppliers, and service providers on the project for the furtherance of the project are covered by this definition and are subject to the provisions of the Safety Standards even though they may not be enrolled in the ROCIP.

**NOTE:** OSHA definitions apply for: authorized person; competent person; hole; qualified person, attendant, or operator; and walking and working surface.

### 3. CITY AND COUNTY OF DENVER ROCIP SAFETY TEAM DIRECTORY

Following is a list of key safety and loss control contacts for the CCD ROCIP.

#### **City and County of Denver Key Contacts**

##### CCD ROCIP Safety Team

Director, Risk Management	Devron McMillin	720.913.3345	<a href="mailto:Devron.McMillin@Denvergov.org">Devron.McMillin@Denvergov.org</a>
Risk Manager	Devron McMillin	720.913.3345	<a href="mailto:Devron.McMillin@Denvergov.org">Devron.McMillin@Denvergov.org</a>
ROCIP Safety Administrator	Kris Wilson	720.390.8322	<a href="mailto:Kris.Wilson@Denvergov.org">Kris.Wilson@Denvergov.org</a>
ROCIP Safety Coordinator	Theresa Goodwin	303.907.4488	<a href="mailto:Theresa.Goodwin@Denvergov.org">Theresa.Goodwin@Denvergov.org</a>
	Group Email		<a href="mailto:CCDROCIPSafety@Denvergov.org">CCDROCIPSafety@Denvergov.org</a>

#### **Gallagher Key Contacts – ROCIP Administrator/Insurance Broker**

##### Safety & Loss Control

Ed Davis	303.601.1165	<a href="mailto:Ed_Davis@ajg.com">Ed_Davis@ajg.com</a>
----------	--------------	--

#### **Zurich Key Contacts – ROCIP Insurer**

##### Safety/Risk Engineering

Rick Zellen	720.737.8434	<a href="mailto:Rick.Zellen@zurichna.com">Rick.Zellen@zurichna.com</a>
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For enrollment, workers compensation/medical treatment authorization, or other claims questions, please refer to the ROCIP Insurance Manual and ROCIP Claims Guide.

**FOR ALL EMERGENCIES: CALL 911**

## 4. SAFETY RESPONSIBILITIES & SAFETY REPRESENTATIVE QUALIFICATIONS

### 4.1 Statement of Authority

All persons who come into the work area for any reason during construction will be required to comply with the established safety regulations that govern the ROCIP Project. The CCD ROCIP Safety Team, ROCIP Administrator, and ROCIP Insurer and shall directly review and manage the requirements of the ROCIP Safety Plan.

If the CCD ROCIP Safety Team finds the Contractor controlled areas of work or individuals in noncompliance with OSHA, the Site-Specific Safety Plan, ROCIP Safety Manual requirements, or any other applicable regulations, **CCD in its sole discretion shall have the authority to order immediate correction and to stop work.**

**Noncompliance with Contractor Site-Specific Safety Plan or this manual may be grounds for Contractor dismissal and/or employee(s) being forbidden entry onto any CCD project. All costs of correction shall be borne by the Contractor.** Nothing contained herein shall serve to relieve the Contractor of their liabilities and/or obligations to the requirements set forth by OSHA, or other applicable Federal, State and Local requirements. The most stringent regulation shall apply if a conflict arises in the interpretation of the safety requirements of the ROCIP Safety Manual, Federal, State, or Local Government regulations.

#### 4.1.1 CCD ROCIP Safety Team Responsibilities

The CCD ROCIP Safety Team is responsible for generating and maintaining a high level of commitment for safe operations among all personnel assigned to the project site.

Responsibilities and duties of The CCD ROCIP Safety Team may include, but are not limited to, the following:

- a. Review and accept Site Specific Safety Plans and Task Specific Safety Plans, review and approve Contractor Safety Representative qualifications, and evaluate variance requests.
- b. Compile, follow-up, and maintain safety performance statistics for the project. Communicate information to the project's management to ensure they are informed of the safety program.
- c. Keep apprised of new regulations and developments to keep the safety policies and procedures current and effective. Update and disseminate ROCIP Safety Manual.
- d. Observe Contractors' and Subcontractors' activities to evaluate safety performance and make appropriate recommendations and ensure compliance with approved plans.
- e. Review and communicate methods and procedures to foster the highest level of accident prevention performance possible.
- f. Participate in Contractor Safety Representatives incident investigations as deemed necessary. Review all accident investigation and near miss reports to ensure thorough investigations were conducted to control future accidents and communicate lessons learned.
- g. Periodically attend Contractor safety toolbox meetings, orientations, and review JHA's to ensure content and quality are being achieved.
- h. Review and evaluate Contractors' safety program to ensure it meets the standards of this Manual and all approved pre-planning safety documents.

- i. Conduct periodic Contractor Safety Meetings to discuss current work activities, review ROCIP Safety Manual revisions or share lessons learned.

#### 4.2 Contractor Safety Requirements

Contractors and Subcontractors, of any tier, have the explicit responsibility to perform work in accordance with the Contract Documents, federal law (including but not limited to both 29CFR1910 and 29CFR1926 statutes) and the City and County of Denver's ROCIP Safety Manual requirements. Before work can begin, the Contractor must have the following in place:

- a. Site Specific Safety Plan reviewed and accepted by the CCD ROCIP Safety Team;
- b. Contractor Safety representative accepted by the CCD ROCIP Safety Team;
- c. Enrollment in ROCIP Insurance Plan (see ROCIP Insurance Manual);
- d. Negative drug test results for all workers on file with Contractor;
- e. Completed Site Safety Orientation training for all workers and acknowledgement on file. Contractor will issue project sticker to be displayed on hard hat at all times.

#### 4.3 Contractor Safety Representative

The Contractor shall assign a safety professional to the project fulltime, meeting the qualifications in Section 4.3.2, to monitor the safety of their employees and subcontractors under the scope of work of the contract. A contractor safety representative must be present for entire duration of work activities with the expectation that they spend most of the shift in the field to ensure adherence to safe work practices. More oversight may be requested by the City and County of Denver depending on contractor performance and adherence to safe work practices as observed by the City and County of Denver or their representatives during safety inspections.

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*NOTE: Variance to the requirements in Section 4.3 or 4.4 may be granted at the sole discretion of the CCD ROCIP Safety Team. Any variance must be negotiated prior to contract signing.*

##### 4.3.1 Contractor Safety Representative Ratios and Shift Representation

If the manpower loading exceeds 150 employees on the project, a second fulltime safety professional shall be retained. If the project exceeds 450 employees, the Contractor will discuss with CCD the need for adding additional safety personnel to ensure the safety requirements of the ROCIP are fully met.

**A FULL-TIME SAFETY PROFESSIONAL ACCEPTED BY THE CCD ROCIP SAFETY TEAM MEETING THE MINIMUM QUALIFICATION OUTLINED BELOW SHALL BE ASSIGNED TO EACH SHIFT WHEN CONTRACTOR IS ENGAGED IN MULTIPLE SHIFTS.**

#### 4.3.2 Safety Representative Qualifications

The qualifications and resume of the Contractor's Safety Representative candidate(s) must be submitted to the CCD ROCIP Safety Team for review and acceptance 30 days prior to desired assignment date to the site.

**THE CCD ROCIP SAFETY TEAM WILL REQUIRE AN INTERVIEW WITH THE SAFETY REPRESENTATIVE CANDIDATE.**

**The Contractor Safety Representative must at a minimum:**

- a. Hold a Board of Certified Safety Professionals (BCSP) designation (CHST, ASP, CSP, OHST, GSP) with at least 4 years of full-time relevant construction safety and health experience; **or**
- b. Have a bachelor's degree in Safety Management or an equivalent engineering degree with at least 6 years of full- time relevant construction safety and health experience; **or**
- c. Have at least 12 years of relevant construction safety and health experience.

**AND have all the following training/knowledge:**

- a. Completed the OSHA 500 course for construction within the last 60 months, remaining current for the duration of the project.
- b. Provide proof of completion of a Red Cross or approved equal for Cardio–Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood- borne pathogens training.
- c. Completion of drug and alcohol reasonable suspicion training.
- d. Knowledge of and ability to fulfill safety representative's responsibilities set forth in this manual.

**IN ORDER TO DETERMINE 'RELEVANT' CONSTRUCTION SAFETY EXPERIENCE, A LIST OF PROJECTS, THEIR APPROXIMATE VALUATION AND SCOPE, AND THE SAFETY REPRESENTATIVE'S DURATION ON THE PROJECTS NEEDS TO BE SUBMITTED ALONG WITH THEIR RESUME AND COPIES OF ALL THEIR REQUIRED CERTIFICATIONS TO THE CCD ROCIP SAFETY TEAM.**

**THE CCD ROCIP SAFETY TEAM HAS SOLE DISCRETION REGARDING DISQUALIFICATION OF THE CANDIDATE BASED ON CREDENTIALS, EXPERIENCE, THE INTERVIEW, AND/OR PAST CCD PROJECT PERFORMANCE. QUALIFICATION OF THE CONTRACTOR SAFETY REPRESENTATIVE MAY BE REVOKED BY CCD AT ANY TIME FOR FAILURE TO FULFILL THE RESPONSIBILITIES OR PERFORM TO THE STANDARDS SET FORTH IN THIS MANUAL.**

#### 4.3.3 Safety Representative Responsibilities

Specific responsibilities of the Contractor's Safety Representative include, but are not limited to the following:

##### 4.3.3.1 Employee Safety Orientation, Training, and Instruction

- a. Conduct safety orientation sessions for all Contractor, Subcontractor, and CCD employees or representatives prior to them starting work on site.
- b. Participate in weekly toolbox safety meetings; assist field supervisors with meetings as requested.

- c. Conduct monthly supervisor safety meetings, including safety rules and regulations.
- d. Participate in Job Hazard Analysis development and Pre-Task Planning activities.
- e. Instruct employees concerning special procedures (e.g. lock-out, excavation, confined space entry, etc.) as required by OSHA or this manual.
- f. Conduct regulatory training as required.
- g. Conduct emergency evacuation training.

#### 4.3.3.2 Record Keeping

- a. Complete and maintain OSHA, state, federal, company, and project specific reports and retain for the duration of the project or as required by law.
- b. Complete incident investigations, including near misses, to include root cause analysis and lessons learned reports for distribution to Contractors, Subcontractors, CCD ROCIP Safety Team within 72 hours.
- c. Complete inspection reports.
- d. Maintain training documentation.
- e. Maintain drug test results for all employees on the project.
- f. Complete and process the CCD ROCIP safety and health reporting requirements. This includes but is not limited to inspections, incident/accident reports and training logs.

#### 4.3.3.3 Safety Standards, Rules and Regulations Enforcement

- a. Authority to take immediate corrective action, including authority to stop work.
- b. Organizational freedom necessary to implement and enforce Subcontractor safety and health programs.
- c. Implement, maintain, and update, as required, conditions and project site specific safety policies and procedures.
- d. Interpret and implement site specific safety policies and procedures.
- e. Demonstrate, by example, proper safety behavior.
- f. Ensure that appropriate company disciplinary action is taken in response to unsafe behavior.

#### 4.3.3.4 First Aid/Medical Treatment

- a. Ensure first aid supplies are adequate.
- b. Investigate accidents and complete incident analysis reports.
- c. Coordinate transportation of employees with minor injuries to Contractor's first aid station or designated medical facility.
- d. After ensuring treatment of the injured worker and securing the work site, inform the CCD ROCIP Safety Team immediately.
- e. Prior to medical treatment, provide the injured employee with the designated provider list found in the ROCIP Claims Guide. Ensure that the injured employee selects an authorized treatment facility. Employee must circle their choice on the document, sign/date, and return to the Contractor. See ROCIP Insurance Manual and Claims Guide.

#### 4.3.3.5 General Responsibilities

- a. Keep the CCD ROCIP Safety Team apprised of any safety related issues that have or may develop.

- b. Contractor Safety Representative shall review all safety submittals to ensure they meet contract requirements before they are submitted to CCD. All submittals are to come directly from the General Contractor. Submissions coming directly from subcontractors will not be accepted.
- c. Conduct daily work area safety inspections and provide results to the CCD ROCIP Safety Team upon request.
- d. Compile safety statistical information and send to the CCD ROCIP Safety Team.
- e. Attend all safety meetings as scheduled by CCD ROCIP Safety Team.

#### 4.4 Subcontractor Safety Representative

Subcontractors of any tier are responsible for complying with all safety requirements addressed in the ROCIP Safety Manual, the Contractor's SSSP, along with applicable Federal, State and Environmental, Safety and Health rules and regulations. In the case of conflict, the most stringent applies.

##### 4.4.1 Subcontractor Safety Representative Qualifications- Less than 50 employees

Each Subcontractor on site with a manpower loading less than 50 employees shall have an employee assigned as a safety representative meeting the following minimum requirements:

- a. Completed at least an OSHA 10 Construction Outreach Training Course within the last twenty-four (24) months before being assigned to this project,
- b. Provide proof of non-expired completion of a Red Cross or approved equal for Cardio-Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood-borne pathogens training course, and
- c. Received training on Weather-Related Illness and is required by qualification to train their employees on the subject.
- d. Completion of drug and alcohol reasonable suspicion training.

**NOTE:** This employee may be a working foreman or superintendent.

##### 4.4.2 Subcontractor Safety Representative Qualifications- More than 49 Employees

When a Subcontractor's manpower loading is equal to or exceeds 50 employees, the Subcontractor is required to have a full time Subcontractor safety representative onsite. The qualifications for the full-time safety representative shall meet the following minimum requirements:

- a. Completed at least an OSHA 30 Construction Outreach Training Course within the last twenty-four (24) months before being assigned to this project.
- b. Provide proof of completion of a Red Cross or approved equal for Cardio-Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood- borne pathogens training course.
- c. Received training on Heat Illness and is required by qualification to train their employees on the subject.
- d. Completion of drug and alcohol reasonable suspicion training.

##### 4.4.3 Subcontractor Safety Representative Responsibilities

Duties of the Subcontractor Safety Representative include the following regardless of manpower loading:

- a. Participation in accident and incident investigation involving their work and employees.
- b. Have the right and authority to stop any and all hazardous work being performed by their employer whenever imminent danger to life and health exists.
- c. Organizational freedom necessary to implement and enforce Subcontractor's safety and health program and report to their own direct supervisor all cases of employees who, in their opinion, are not qualified for the work to which they have been assigned or who engage in unsafe practices.
- d. Attend safety meetings scheduled by Contractor or CCD ROCIP Safety Team.
- e. Counsel and train the employees when the Daily Pre-Task Planning does not adequately identify the key hazards and controls of the risk.

## 4.5 Field Supervisor Requirements

Field supervisors, typically referred to as foreman or superintendents, have the responsibility for overall training, control, and conduct of employees on site. As first line supervisors, their role in the safety and health program is crucial as they set the example by which their employees work.

### 4.5.1 Field Supervisor Qualifications

Field supervisors that are not acting as the Subcontractor Safety Representative must have completed the following training:

- a. An OSHA 10 Construction Outreach Program within the last 24 months or OSHA 30 Construction Outreach Program within the last 60 months
- b. Red Cross or approved equal for Cardio –Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood-borne pathogens training course
- c. Drug and alcohol reasonable suspicion training

### 4.5.2 Field Supervisor Responsibilities

The field supervisors' safety responsibilities include, but are not limited to:

- a. Authority to stop work when employees or are exposed to hazardous conditions or potentially hazardous conditions
- b. Capable of developing and leading JHA's, Daily Pre-Task Planning activities, and toolbox talks
- c. Conduct task specific safety training
- d. Capable of performing safety inspections and aiding incident investigations
- e. Capable of implementing the crisis management plan

## 5. DRUG AND ALCOHOL TESTING AND EDUCATION REQUIREMENTS

The City and County of Denver (CCD) operates all projects as a drug-free work environment. Contractors and subcontractors of any tier will maintain a drug-free environment. All contractors and subcontractors are responsible for testing all employees who work on CCD projects for the presence of drugs or alcohol as well as providing a drug-free awareness program that educates them on the requirements of this manual and any applicable contractor policies.

CCD will pay the cost of pre-project drug testing. Contractors and subcontractors are responsible for payment for post-incident drug testing, reasonable suspicion drug testing, return to duty, or other testing mandated by contractor policy or applicable laws.

Contractors and subcontractors shall test their employees, as appropriate, throughout the construction process including pre-project testing (referred to as pre-employment testing), testing following an injury or accident in accordance with OSHA's guidance, reasonable suspicion, and to the extent necessary to implement drug-free work standards in accordance with DOT requirements or this manual. Contractors are responsible for ensuring that all their subcontractors drug test their employees prior to reporting to work on a project.

The CCD ROCIP Safety Team and Risk Management Department or their representatives have the right to audit the test records at any time to confirm that each employee who works on a project has been drug tested. It is at the Contractors discretion on how to track and maintain records, but they must be able to produce them within 24 hours from time of request.

**CONTRACTOR SHALL SUBMIT A  
SUBSTANCE ABUSE POLICY.  
SEE SECTION 5.1.1 FOR REQUIREMENTS**

**CONTRACTOR AND SUBCONTRACTOR EMPLOYEES ON ROCIP  
PROJECTS ARE HEREBY ADVISED THAT FULL COMPLIANCE WITH  
THESE POLICIES SHALL BE A CONDITION OF EMPLOYMENT AND  
CONTINUED EMPLOYMENT ON THIS OR ANY CCD  
CONSTRUCTION PROJECT.**

All records regarding employee drug testing will be maintained by the contractors and subcontractors in a manner consistent with Federal, State, and Local law.

### 5.1 Drug-Free Workplace Policy

Implementation and enforcement of this policy is subject to interpretations appropriate to Federal and State laws and requirements.

- a. Prohibition Against Unlawful Presence of Controlled Substances in the Workplace
- b. The unlawful possession, manufacture, distribution, dispensation, possession of controlled substances and/or drug paraphernalia or the illegal use of a controlled substance on the project premises including defined rest areas, contractor parking areas, in company vehicles or while engaged in company activities on the project is strictly prohibited. The use of controlled substances includes being "under the influence".
- c. Sanctions for Violation of the Drug-Free Workplace Policy
- d. Employees who violate the foregoing drug-free workplace policy and engage in the use, sale, possession or purchase of illicit drugs on the worksite shall be subject to disciplinary action up to and including termination of employment on the project; and, where necessary, restraining orders may prevail.

### 5.1.1 Contractor Substance Abuse Policy

Contractor shall submit a substance abuse policy that outlines how they will meet the criteria of Section 5. Contractors may choose to allow subcontractors to participate in or duplicate their Substance Abuse Policy. The policy must contain the following:

- a. Statement of Purpose
- b. Statement of Policy
- c. Policy Administration including responsible parties
- d. Types of Drug & Alcohol Tests (Pre-employment, post incident, and reasonable suspicion)
- e. Types of Drugs included in testing (must meet minimum of pre-employment ROCIP standards)
- f. Transportation of employees to and from testing facility or in the event of a positive drug test
- g. Use of prescription drugs and over-the-counter drugs and self-disclosure requirements where use could impact safety of the project and controls contractor will use to ensure safety
- h. Recordkeeping of positive and negative results, understanding that they may be audited
- i. Training for employees on policy, drug and alcohol abuse, and resources available for employees
- j. Training for supervisors including recognizing signs and symptoms of drug abuse (reasonable suspicion) for a minimum of 120 minutes per annum.
- k. Right to Search
- l. Discipline, including dismissal from CCD projects for refusals, non-negative and positive tests
- m. Definitions
- n. Confidentiality and notification requirements, i.e. entities results will be shared with such as General Contractor, Project Owner, and Insurance Carriers.

### 5.2 Notification Requirements

Contractors will provide written notice when anyone on site has undergone testing for drugs or alcohol, excepting pre-employment, unless the result is non- negative. Notices must be sent to your assigned CCD Safety Team member and [CCDROCIPSafety@denvergov.org](mailto:CCDROCIPSafety@denvergov.org).

**If the result is negative, the contractor must submit the results prior to employee returning to the project.**

**CCD Safety must be notified of all positive, non-negative, or refusal results (including pre-employment) within 24 hours and include a copy of the results from the MRO.**

### 5.3 Required Drug Testing

Contractors and Subcontractors of any tier regardless of enrollment in the ROCIP Insurance program are responsible for testing all employees who work on the project for the presence of drugs or alcohol. ROCIP requires pre-employment, post-incident, reasonable suspicion, and return to duty drug testing as outlined in this section.

#### 5.3.1 Pre-employment Drug Testing

All employees must receive negative results for a pre-employment drug screen before beginning work on the project. CCD will pay for the cost of pre-employment drug and alcohol testing. Any

employee who fails the test or refuses to test will be disqualified from working on any current or future CCD construction project. Retesting of an employee who previously failed or refused a drug test will not be authorized. It is the Contractor's responsibility to confirm all project personnel, including subcontractor's employees, meet the qualifications of this part.

It is up to the Contractor to determine how pre-employment drug testing records will be maintained so that they may be audited by authorized parties while maintaining individual privacy and confidentiality. If audited, the Contractor will be required to demonstrate proof of a negative drug test result within 24 hours. Employees that do not have negative pre-employment drug tests on file (or if the Contractor cannot produce the records) shall be disqualified from working on CCD construction projects.

**NOTE:** Pre-employment drug tests must be on file and auditable for each project. Employees must go through the Contractor orientation and begin work within 30 days of the pre-employment drug test. Employees must be tested for each project and test results may not be transferred.

**NOTE:** The employee being tested will receive their results in a sealed envelope. They must bring this sealed envelope to the Contractors orientation and present to the safety representative.

#### 5.3.1.1 Drug Screening Authorization Form

The Authorization form found in Appendix Q must be emailed to the clinic and CCD ROCIP Safety Team in advance of the employee visit.

THE FORM MUST BE COMPLETED ELECTRONICALLY (NOT HANDWRITTEN) AND THE SUBJECT OF THE EMAIL LINE MUST INCLUDE EMPLOYEE NAME, CONTRACTOR NAME, AND PROJECT NUMBER.

#### 5.3.1.2 Pre-employment Drug Screening Locations

CCD has a specific list of approved medical providers for you to select from to accomplish pre-employment drug screening. Please see the full listing on the Drug Screen Requisition and Authorization Form (See Appendix Q) with addresses for each location.

ONLY APPROVED LOCATIONS MAY BE USED FOR PRE-EMPLOYMENT DRUG SCREENING.

PRE-EMPLOYMENT DRUG SCREENING LOCATIONS VARY FROM APPROVED MEDICAL PROVIDERS FOR TREATING INJURED WORKERS.

REFER TO THE ROCIP CLAIMS GUIDE FOR DETAILS ON LOCATIONS FOR TREATING WORKERS COMPENSATION RELATED INJURIES

#### 5.3.2 Post-Incident and Reasonable Suspicion Testing

The cost of post-incident and reasonable suspicion testing shall be borne by the contractor. The contractor is also responsible for determining logistics of testing during hours which the designated clinics for ROCIP drug testing are closed. Testing must be a screen performed to the identified testing standards established for ROCIP pre-employment drug and alcohol test as carried out by the designated ROCIP drug testing provider (11 panel- Point of Care drug screen

including THC, COC, AMP, METH, OPI, PCP, BZO, BAR, MDMA, OXY, MTD and BAT breath alcohol test).

Utilizing a third party not listed in this manual must be approved by CCD and outlined in the Contractor's Drug and Alcohol Policy. Contractors may not self-perform drug and alcohol tests. Contractor is solely responsible for ensuring compliance with any regulatory authority that may ensure validity of test or rights of the employee.

Employees reasonably suspected of being under the influence of drug(s), or otherwise in violation of this policy, will submit to a drug test as determined by the Contractor or CCD ROCIP Safety Team. The reasonable suspicion test should be performed as soon as possible, but no later than 12 hours after the determination to test has been made, or in accordance with federal regulations.

As soon as possible, but no later than 12 hours after an incident, a post-incident drug and alcohol test will be required of any employee whose performance did or may have contributed to the incident. The employer may also deem that a reasonable suspicion drug test needs to be performed based on their training. For the purposes of post-incident drug testing, "incident" is defined as follows:

- a. An event resulting in one or any combination of the following:
  - Death
  - Loss of consciousness
  - Injury requiring professional medical treatment
  - Disability which prevents the discharge of normal activities beyond the day of the accident
- b. Property damage, resulting in cost of recovery value, for loss of product and/or damage to the property of the ROCIP project or others, without regard to monetary value.

#### 5.3.3 Return to Duty Testing

Employees will be subject to immediate dismissal for refusal to submit to testing upon return to duty, or if the employee tests positive upon return to duty. Return to duty is defined as an employee previously tested and accepting employment for the CCD ROCIP Project and who has left the project for a period of greater than 14 (fourteen) consecutive calendar days due to a work-related injury or illness.

#### 5.4 Confidentiality

The Contractor will carefully consider the expectations of individual privacy and confidentiality in retaining records under this policy. Except for the testing laboratory, employer, the ROCIP Safety Team, and the ROCIP Administrator, drug test results may not be divulged to anyone without the expressed written authorization of the tested individual, unless requested by state or Federal agencies as part of an accident investigation.

## 6. SAFETY PRE-PLANNING REQUIREMENTS

This section of the Safety Manual draws attention to pre-planning requirements unique to this ROCIP program, that may or may not be included in standards of regulatory authorities. The Contractor must ensure they are familiar with this manual in its entirety when considering the safety scope of this project.

### 6.1 Pre-Planning Requirements



**30  
DAYS**

The SSSP is essential to the successful and consistent implementation of the ROCIP Safety Program. The Contractor and each Subcontractor will be responsible for costs to establish and maintain a safety program that meets or exceeds the requirements contained in this manual.

**A WRITTEN SITE-SPECIFIC SAFETY PLAN MUST BE SUBMITTED FOR REVIEW BY THE CCD ROCIP SAFETY TEAM AT LEAST 30 DAYS BEFORE MOBILIZATION.**

Each SSSP must be tailored to the risks of the project. Some projects involve a variety of complex hazards and require substantial SSSP development with comprehensive guidance.

- See model Site-Specific Safety Plan in Appendix A.

The Contractor must be prepared to discuss, in detail, the procedures to control the hazards likely to occur during major phases of the work, and the organizational assignments involved in administering the program. The list of required elements below is not exhaustive, and CCD may require the Contractor provide additional safety planning documents or provide more detailed information before acceptance of the SSSP.

**NOTE:** Subcontractors are required to develop their own SSSP and submit it to the Contractor. The Contractor is responsible for reviewing their Subcontractor's SSSP and maintaining the document for CCD ROCIP Safety Team review.



**AFTER THE CONTRACTOR SUBMITS THE WRITTEN SSSP, A MEETING MAY BE HELD TO REVIEW THE PROGRAM WITH THE CCD ROCIP SAFETY TEAM.**

**REVIEW AND ACCEPTANCE OF THE CONTRACTOR'S SSSP SHALL NOT IMPOSE ANY LIABILITY ON THE OWNER, BROKER, OR INSURANCE CARRIER.**

The SSSP must address the following elements at a minimum (note additional task planning in Section 6.3 that may be required):

<ol style="list-style-type: none"> <li>1. Accountability/Responsibility of Key Line Personnel to include Safety Representative</li> <li>2. Statement of Contractor's Safety and Health Policy</li> <li>3. Identification of Competent/Qualified Persons</li> <li>4. Scope of Work Evaluation</li> <li>5. Hazard/Risk/Exposure Assessment</li> <li>6. Control Measures/Job Hazard Analysis/Pre-Task Planning Activities</li> <li>7. Subcontractor Daily Safety Audits/Inspections</li> <li>8. Subcontractor's Weekly Safety Planning – Weekly Look Ahead Plan</li> <li>9. Compliance Requirements and Policy</li> <li>10. Written Disciplinary Program</li> <li>11. Hazard Identification and Correction Process</li> <li>12. Training and Instruction</li> <li>13. New Employee Orientation</li> <li>14. Communication System</li> <li>15. Recordkeeping</li> </ol>	<ol style="list-style-type: none"> <li>16. Accident Investigation</li> <li>17. Crisis Management/Emergency Action Plan</li> <li>18. Site-Specific Medical Emergency Plan with Evacuation Map</li> <li>19. Hazard Communication Program</li> <li>20. Hazardous Material Use and Storage plan including Spill Prevention Plan (if applicable)</li> <li>21. Trenching and Shoring Plan (if applicable)</li> <li>22. Written 100% Fall Protection Plan (if applicable)</li> <li>23. Substance Abuse Program</li> <li>24. Respiratory Protection Program (if applicable)</li> <li>25. Weather-Related Illness Prevention Plan (if applicable)</li> <li>26. Hot Work Permit Procedure (if applicable)</li> <li>27. Silica Exposure Control Program (if applicable)</li> <li>28. Confined Space Entry Procedure (if applicable)</li> <li>29. Lockout/Tagout Procedure (if applicable)</li> </ol>
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#### 6.1.1.1 Severe Weather Plan

Severe weather encompasses any weather-related event—tornado, severe thunderstorm, hurricane, flood, winter storm, temperature extremes—that poses a risk to life and property or impacts operations. The Contractor shall develop a plan that focuses on ensuring employee safety and minimizing equipment/property damage. The plan may be included as part of the SSSP and shall include:

- responsibilities
- communications procedures
- mitigation measures
- preparedness activities
- response actions
- warning resources
- safety and logistical considerations

The Contractor will establish procedures in the event of snow, sleet, freezing rain, and/or ice accumulation to provide safe access to the site, parking areas, walking surfaces and haul roads. The plan will include priorities for snow and ice removal of all sidewalks, parking lots, roadways, and designated parking areas on the project and identify responsible parties.

#### 6.1.1.2 Weather-Related Illness Prevention Plan

Contractors/Subcontractors are required to establish a Weather-Related Prevention Plan to educate and monitor employees for heat/cold-related illness. Please refer to NIOSH and OSHA heat illness prevention websites.

At a minimum, this plan is to contain the elements listed below and submitted as part of the SSSP for review by the CCD ROCIP Safety Team:

- Training
- Water
- Shade
- Cooling/Warming Stations if necessary
- Monitoring the Weather
- Heat/Cold Procedures & Acclimatization (may include break frequency or job rotation)
- Clothing
- Worker monitoring
- Emergency Response

#### 6.1.1.3 Hazard Communication Plan

Contractors are responsible for developing and implementing their own written Hazard Communication Program as part of the SSSP. They must also ensure the proper handling, labeling, use, and storage of these chemicals and provide access to Safety Data Sheets (SDS) for all employees.

An EPA ID number will need to be obtained for the hazardous wastes produced by the Contractors and/or Subcontractors.

As part of the written HAZCOM program, a site specific hazardous chemical list must be maintained. The CCD ROCIP Safety Team or another Contractor may request copies of the most current SDS on a chemical being used by other Contractors/Subcontractors.

#### 6.1.1.4 Crisis Communication Plan

Contingency planning for crisis and emergency situations is accepted as good management practice and by accepting this fact, anticipating certain crisis scenarios management will minimize the potential damage from critical situations. Proposed workflow process that details the general crisis communications on the program. All steps in the crisis communication process will be done in consultation with CCD. Each Contractor on the program is expected to have a component in the crisis communication plan that addresses the following:

- Ensuring accurate and timely information is disseminated both internally and externally. (The Crisis Communication Plan shall be updated at least quarterly or when there are changes to responsible personnel, etc.).
- Preparing CCD, Program and Contractor staff to respond in a crisis by identifying roles and responsibilities
- Coordinating effectively with existing CCD protocol and other agencies.

The plan shall also include information on:

- a. Crisis Communications Operations
- b. Crisis Communications Center
- c. Crisis Communications Team
- d. Roles and Responsibilities
- e. Emergency Contact Phone Tree
- f. Crisis Tasks
- g. Media Briefing
- h. On Site Crew Response
- i. Crisis Communications Tools
- j. Crisis Communication Workflow

## 6.2 Pre-Work Hazard Mitigation Planning Requirements

### 6.2.1 Daily Pre-Task Planning and Job Hazard Analysis

Daily pre-task planning enables Contractor field supervisors and employees to participate in a discussion regarding the day's activities, associated risks, and the relevant control measures. Contractor and Subcontractor's foremen or assigned competent persons shall complete a daily pre-task plan and review it with all workers.

The daily pre-task plan may include JHA(s) and shall be kept with the foreman during the shift and then retained on file for a minimum of 90 days.

It is the responsibility of the Contractor's project superintendent and safety representative to ensure a job hazard analysis is completed for all work tasks before work commences. The JHA must be used by the field supervisor/foreman to participate in discussions with employees during daily pre-task planning. If new or previously unidentified hazards are identified during the operation, the Contractor must stop the task, modify the plan, and review the new plan with all impacted personnel.

The daily pre-task plan and JHAs shall be made available on-site to employees and produced upon request by the CCD ROCIP Safety Team, Administrators, or Insurers.

- See Appendix B for sample JHA form and example.
- See Appendix C for Daily Pre-Task Plan sample form.

### 6.2.2 Two-Week Look Ahead High-Risk Activity and Mobilization Report

Contractors are required to submit Appendix D every Thursday by close of business to the CCD ROCIP Safety Team to report on upcoming high-risk activities for the entire project. The report must be submitted in Excel and cannot be altered.

### 6.2.3 Subcontractor Pre-Mobilization Meeting

The Contractor will conduct a Subcontractor pre-mobilization safety meeting at the worksite on or before mobilization to review the Subcontractor's job hazard analysis, discuss site safety issues and requirements, and address any special concerns. The Contractor shall present their approach to managing safety on high-risk tasks. The sample Subcontractor Premobilization Safety Meeting checklist in Appendix E can be used to discuss and document this meeting. All attendees shall acknowledge understanding by their signature, and the Contractor shall retain the meeting minutes for the duration of the project. The following are the minimum required attendees:

- Contractor's project manager, safety representative, and supervisors
- Subcontractor's safety representative and competent persons



**CONTRACTORS ARE REQUIRED TO INVITE THEIR CCD ROCIP SAFETY TEAM REPRESENTATIVE TO ALL MEETINGS; HOWEVER, ACTUAL ATTENDANCE WILL BE BASED ON SCHEDULING AVAILABILITY.**

### 6.3 Task Specific Pre-Planning Requirements

The below list of required task specific pre-planning requirements is not exhaustive. CCD may, in its sole discretion, require additional pre-planning or pre-work meeting requirements based on Contractor safety performance, prior adherence to safety plans, safety audit results, previously unidentified risks, work sequencing that may introduce new risks, or any other condition that results in unique safety hazards or increased risk. All Task Specific Pre-Plans must be submitted and accepted by CCD ROCIP Safety Team before work commences.

#### 6.3.1 Crane Operations

##### 6.3.1.1 Critical Lift Plans



7  
DAYS

The Critical Lift Plan in Appendix F is required to be completed, approved in writing by the Contractor and submitted for review by the CCD ROCIP Safety Team seven working days prior to critical lifts taking place if:

- a. The gross load exceeds 75% of the crane's total lifting capacity
- b. The gross load at any point during the lift exceeds 75% of the crane's lifting capacity.
- c. The lift requires multiple cranes.
- d. The load will be swung over occupied areas, unprotected plant, equipment, or utility service.
- e. The lift is performed in proximity of live electrical lines.
- f. Hoisting of personnel.

**NOTE:** The Critical Lift Plan must be specific for the crane brought on site by the Contractor. If a different model/type of crane is brought on site, then the lift plan will be voided. In this case, another lift plan must be submitted for the specific crane to be used on site.

### 6.3.1.2 Crane Operators

Crane operators must be certified by an accredited third-party testing entity prior to operating the type of crane assigned. Crane operator certification must be submitted to the CCD ROCIP Safety Team prior to crane assembly/operation. There are two ways that an equipment operator can be qualified or certified and meet ROCIP Safety requirements:

- a. A certificate from the National Commission of Certification of Crane Operators (NCCCO), or
- b. Qualification from the employer through an accredited third-party testing organization.



The crane operator shall not be responsible for hazards or conditions that are not under their direct control and that adversely affect the lift operations. Whenever the operator has doubt as to the safety of crane operations, the operator shall stop the crane's functions in a controlled manner. Lift operations shall resume only after safety concerns have been addressed or the continuation of crane operations is directed by the lift supervisor.

**NOTE:** Crane operator credentials must be provided to the CCD ROCIP Safety Team seven working days prior to any lift for review and acceptance.

### 6.3.1.3 Third-Party Inspection

A third-party inspector must oversee the erection of any crane being assembled on site. All cranes requiring assembly onsite must be inspected and certified by a third-party inspector prior to use. Any deficiencies noted must be corrected prior to any lift activities.

Where cranes do not require assembly before inspection, third-party inspections must be conducted off-site within the last 90 days prior to mobilization to the worksite. Any identified deficiencies must be corrected before the crane is brought onsite. Inspection documentation must be provided to the CCD ROCIP Safety Team after crane assembly or pre-mobilization to site and prior to operation.

### 6.3.1.4 Shared Space Agreement

When two Contractors/Subcontractors have common or shared airspace with the potential for two crane booms and/or associated rigging to collide, a Shared Space Agreement must be developed by the two affected Contractors and made available to the CCD ROCIP Safety Team.

- See Appendix G for sample Shared Space Agreement.

## 6.3.2 Elevated Work

### 6.3.2.1 Written Elevated Work Plan

Preparing and following a written, site specific elevated work plan is required for employees working at heights of six feet or more, including during steel erection. The plan must be submitted to the CCD ROCIP Safety Team seven working days in advance



7  
DAYS

of upcoming work for review and approval. Changes to the plan must be discussed with the CCD ROCIP Safety Team. At a minimum, the plan will include:

- a. Names of competent and qualified persons for fall protection systems and scaffolding.
- b. Identification of the specific fall hazards in the work area (including location of fall hazards).
- c. Methods to be used for fall arrest or fall restraint. See 10.2 for engineering requirements.
- d. Equipment to be used and design of fall protection systems, scaffolding, or guardrails.
- e. Phasing plans that identify which fall prevention/protection methods will be used for specific tasks.
- f. Overhead hazard protection measures; including tool tethers or canopy protection for employees and/or public.
- g. Description of rescue methods and equipment.
- h. Enforcement and the disciplinary actions for non-conformance.



A MEETING WILL BE HELD BETWEEN THE CCD ROCIP SAFETY TEAM AND THE CONTRACTOR TO DISCUSS THE DETAILS OF SITE-SPECIFIC ELEVATED WORK PROTECTION PLAN PRIOR TO COMMENCEMENT OF WORK ACTIVITY.

### 6.3.3 Lock-Out Tag-Out

#### 6.3.3.1 Lock-Out Tag-Out Written Procedure

A written lock-out tag-out procedure is required at all times.

#### 6.3.3.2 Lock-Out Tag-Out Coordination Meetings

When one or more employees of another Contractor or Subcontractor may be exposed to danger in the event power is either interrupted or restored unexpectedly contractor must hold a coordination meeting with all affected Contractors and Subcontractors, of any tier, at least 24 hours in advance of the lock-out.



YOU MUST INFORM YOUR ASSIGNED MEMBER OF THE CCD ROCIP SAFETY TEAM 24 HOURS IN ADVANCE OF THE MEETING. THEY MAY ATTEND THE MEETING OR MONITOR THE ACTUAL LOCK-OUT OPERATIONS

### 6.3.4 Confined Space

#### 6.3.4.1 Confined Space Identification and Entry Plan

The Contractor or Subcontractor performing confined space entry shall submit an exposure-specific Confined Space Entry Procedure to the CCD ROCIP Safety team seven calendar days prior to entry for review. It must include at a minimum, the following elements:

- a. Contractor shall identify all confined spaces.



7  
DAYS

- All confined spaces on CCD property are considered “permit-required confined spaces”
- Permit-required confined space must be posted with signs stating Danger: Permit Confined Space. Do Not Enter.

- b. How the employer will implement the measures necessary to prevent unauthorized entry;
- c. Identification and evaluation of the hazards of permit spaces before employees enter them;
- d. Equipment needed to perform a safe entry operation;
- e. Procedures for atmospheric testing of the space;
- f. Provision of at least one attendant outside the space;
- g. Provision for responding to emergencies;
- h. Description of rescue method and equipment to be used;
- i. Designation of all persons with active roles (e.g. entrants, attendants, persons who test and monitor) and provision of required training;
- j. Procedures for summoning rescue and emergency services;
- k. System for the preparation, issuance, use and cancellation of entry permits;
- l. The system developed and implemented for the closing off the permit space and cancellation of entry permits;
- m. Procedures to coordinate operation where more than one Contractor (such as a Subcontractor) is involved;
- n. Procedure for evaluation and correction of entry operations when the Contractor has reason to believe that the program is not sufficiently protective; and
- o. The mechanism by which the confined space permit entry program is reviewed.

#### 6.3.4.2 Entry Notification Requirements

The CCD ROCIP Safety Team member assigned to the project must be notified of all confined space entries prior to the beginning of work. The following information must be provided:

- a. Name of contractor or subcontractor performing the entry;
- b. Number of entrants;
- c. Name and mobile phone number of the attendant or entry supervisor;
- d. Start time of the entry operation;
- e. Duration of confined space operation;
- f. Work to be performed in the confined space.

#### 6.3.4.3 Denver Fire Department Confined Space Permit

Contractors must also obtain a confined space entry permit from the Denver Fire Department prior to entering a confined space. This permit will be valid for the duration of the project and must be posted at or near the space. Contractors are responsible for meeting the requirements needed to obtain the fire department permit.

#### 6.3.4.4 Designation of Rescue Method

Where entry must be made for rescue, OSHA allows rescue to be performed either with the facility's trained in-house rescuers or by contracting to an outside rescue service.

The Contractor must identify on the permit the type of rescue to be performed for each confined space.

- a. In-house Rescue: The Contractor's rescuers must have extensive training. No employee is authorized to enter a space to rescue an entrant unless they have had extensive training in personal protective and rescue equipment. This includes actual practice in making simulated rescues and CPR.  
NOTE: A trained attendant may not enter a space to make a rescue until another attendant has arrived.
- b. Outside Rescue: If the Contractor is relying on an outside agency to perform a rescue, the rescue service must be informed of the hazards they may confront, and the rescue service must have access to all permit spaces so that the rescue service can develop appropriate rescue plans and practice rescues before a rescue must be made.

**IF THE CONTRACTOR IS EXPECTING TO USE AN OUTSIDE AGENCY TO PERFORM RESCUE, THEY MUST HAVE AND MAKE AVAILABLE A WRITTEN AGREEMENT BETWEEN THE AGENCY AND THE CONTRACTOR. THE CONTRACTOR WILL OBTAIN WRITTEN VERIFICATION FROM THE RESCUE SERVICE, PRIOR TO EACH ENTRY THAT THEY WOULD BE READILY AVAILABLE TO RESPOND IN A TIMELY MANNER**

### 6.3.5 Hot Work

#### 6.3.5.1 Hot Work Permits

Contractors shall obtain a hot work permit from the Denver Fire Department, to be renewed annually.

#### 6.3.5.2 Hot Work Permit Procedure

The Contractor will develop and submit a hot work permit procedure as part of the SSSP and include provisions at least as stringent in Section 10.18 of this manual.

### 6.3.6 Traffic Control

#### 6.3.6.1 Traffic Management Plan

A Traffic plan shall be developed in accordance with the Colorado Department of Transportation and the Manual of Uniform Traffic Control Devices (MUTCD) and submitted for review and comment 14 calendar days prior to work commencing to the CCD Safety Team. The plan shall include:

- a. Traffic conditions;
- b. Existing traffic controls;
- c. Physical features;
- d. Visibility restrictions;
- e. Access to private property, businesses, and activities;
- f. Pedestrian traffic control where applicable;
- g. Means of mitigating any adverse effect upon the blind or other physical handicapped;
- h. The type, number, and location of traffic control devices required for the work;
- i. Typical MHTs to be utilized for phasing/short duration closures; and

j. Safety measures to be used during traffic control set-up and traffic switches.

### 6.3.7 Silica

#### 6.3.7.1 Silica Exposure Control Program

 Contractors and/or Subcontractors shall submit a written silica exposure control program for review by the CCD ROCIP Safety Team seven calendar days prior to performing work that may expose employees. This plan should be specific to the work tasks being performed and updated as the work scope changes. The requirements for managing silica dust shall be followed and included in the written plan. In addition to their own employees and subcontractors, Contractors are expected to protect nearby workers and the public from silica exposure. The written plan must include:

- a. Statement of the Contractor's commitment to prevent silicosis and to comply with OSHA's standards.
- b. Describe portion of OSHA 1926.1153(c)(1) to be utilized OR provide a description of air monitoring to determine silica levels generated to provide a basis for:
  - Selecting engineering controls,
  - Selecting respirator protection,
  - Selecting work practices to reduce dust, and
  - Determining if a medical surveillance program is necessary.
- c. Description of engineering controls which are proposed for the project to eliminate or reduce the amount of silica in the air and the build-up of dust on equipment and surfaces.
- d. Description of less hazardous materials than crystalline silica which are proposed for abrasive blasting and automatic blast cleaning machines or tools to be utilized.
- e. Description of high-efficiency particulate air filter vacuums to be used by employees and work practices to vacuum, hose down, or wet clean work areas and equipment.
- f. Description of warning signs and other barriers proposed to identify work areas where respirable silica may be present and to limit access to only authorized employees.
- g. Description of personal protective equipment and clothing to be provided to employees and changing facilities if necessitated by the level of silica dust exposure.
- h. Certification of training provided to employees about health effects of silica exposure, engineering controls and work practices that reduce dust, the importance of maintenance and good housekeeping, as well as the proper type and fitting of respirators; and include a statement that the employee is or is not enrolled in a medical surveillance program.

### 6.3.8 Respiratory Program

Contractor and Subcontractors who require or permits employees to wear a respirator must have a written respiratory protection program as part of the SSSP. The written respiratory protection program shall establish standard operating procedures concerning the use and maintenance of respiratory equipment. In addition to having such a written program, the Contractor must also be able to demonstrate that the program is enforced and updated as necessary. The written respiratory protection program shall be available to employees on site and include:

- a. A written statement of company policy, including assignment of individual responsibility, accountability, and authority for required activities of the respiratory protection program.
- b. Written standard operating procedures governing the selection and use of respirators.
- c. Respirator selection (from NIOSH/MSHA approved and certified models) based on hazards to which the worker is exposed.
- d. Medical examinations of workers to determine whether they may be assigned an activity where negative pressure respiratory protection is required.
- e. Employee training in the proper use and limitations of respirators (as well to evaluate the skill and knowledge obtained by the worker through training).
- f. Respirator fit testing.
- g. Regular cleaning and disinfecting of respirators.
- h. Routine inspection of respirators during cleaning, and at least once a month and after each use for those respirators designated for emergency use.
- i. Storage of respirators in convenient, clean, and sanitary locations.
- j. Surveillance of work area conditions and degree of employee exposure (e.g., through air monitoring.).
- k. Regular inspection and evaluation of the continued effectiveness of the program.

## 7. SAFETY TRAINING AND MEETING REQUIREMENTS

### 7.1 Employee Orientation Training

One of the requirements of the Contractor and their safety representatives or designees is to conduct a complete safety orientation for anyone who will be working/entering the construction site including but not limited to employees, subcontractors, inspectors, and CCD representatives and employees. The orientation is required before an employee can enter the construction area. The purpose of the orientation is to provide employees an awareness of what they can expect and what is expected of them on site. At a minimum, the orientation will include:

- a. Employee jobsite safety and health requirements and policies
- b. Review of site-specific safety plan to include emergency procedures/phone numbers, Crisis Management Plan, and Severe Weather Plan
- c. Employer and employee rights and responsibilities
- d. Hazard communication
- e. Fall Protection (if applicable)
- f. PPE and work attire
- g. Personal conduct and disciplinary actions
- h. Authorized access and parking
- i. Good housekeeping practices
- j. Daily Pre-Task Planning and Job Hazard Analysis (JHA)
- k. Return to work programs, incident (to include near misses) reporting procedures, workers compensation requirements, and designated provider information.
- l. Drug free workplace and substance abuse testing.
- m. Injury and illness reporting

All employees will complete the Project Safety Orientation Training Acknowledgement Form in Appendix J at the end of the orientation training session. A copy of the completed form must be maintained and provided to CCD ROCIP Safety upon request.

### 7.2 Tour & Visitor Guidelines

Non-construction personnel, visitors, or groups shall always be accompanied by an authorized representative of CCD, the Contractor, or other designee that is familiar with the site hazards of the project. All visitors must wear the required PPE.

Before entering the project, all visitors shall receive a brief safety orientation from the Contractor Safety Representative on site-specific hazards expected to be encountered during the tour or visit. The number of escorted persons on tours should be proportionate to the degree of the hazards and operating space involved but may not exceed ten (10) visitors per authorized group representative.

THE "WAIVER AND RELEASE"  
PROVIDED IN APPENDIX I SHALL BE  
SIGNED BY ALL VISITORS PRIOR TO  
ACCESSING THE PROJECT. THIS APPLIES  
TO CONTRACTOR EMPLOYEES  
TOURING THE SITE NOT ASSIGNED TO  
THE PROJECT.

## 7.3 Regulatory Training

The Contractor is responsible for providing or ensuring effective training has been provided for any and all employees working on the project as required by any regulatory authority having oversight of the work or employer and as outlined in this Manual.

## 7.4 Weekly Safety Toolbox Meeting

Each employee shall attend a contractor's weekly safety toolbox meeting. Contractors must document the toolbox meeting on the Weekly Toolbox Safety Attendance Roster at the end of each week's meeting and maintain a copy onsite for review by the CCD ROCIP Safety Team.

- See Sample Weekly Toolbox Safety Meeting Report in Appendix L.

## 7.5 Weekly Joint Safety Meeting

The Contractor Safety Representative and designated members of the respective staff must participate in scheduled weekly safety meetings. The meetings must review the effectiveness of the Contractor's safety effort, resolve health and safety issues relating to current or future operations, and provide a forum for developing the two-week look ahead schedule. CCD may include this in other weekly meetings, such as weekly construction progress meetings.

## 7.6 Supervisory Safety Meetings

The Contractor must conduct regularly scheduled (at least monthly) supervisory safety meetings for all levels of job supervision. The Contractor will maintain a summary report containing subject matter and signatures of all attendees and make it available for review by the CCD ROCIP Safety Team.

## 7.7 Incident Review with CCD ROCIP Safety Team

When notified by the CCD ROCIP Safety Team, near miss incidents, recordable injuries/illnesses, builders' risk, and general liability incidents will require Contractor/Subcontractor management personnel to meet and review the findings of incident investigation and resolutions. The Contractors and Subcontractors Project Manager (if applicable), Safety Representative(s), involved supervisor/foremen and employee(s), and witnesses may be required to attend and present investigative findings, causes, underlying factors, and corrective actions.

## 7.8 ROCIP Safety Meetings

A meeting may be held to review project safety performance with the CCD ROCIP Safety Team and Contractor's Project Manager and Safety Representative on a periodic basis, as determined necessary by the CCD ROCIP Safety Team.

## 8. SAFETY REPORTING AND INSPECTION REQUIREMENTS

### 8.1 Post-Incident Reports

#### 8.1.1 Incident Notification

The Contractor shall report all incidents by phone immediately to the CCD Project Manager or designee and the assigned CCD ROCIP Safety Team member.

#### 8.1.2 Incident and Near Miss Investigations

All incidents, whether they involve injury or not ("near-miss") must be reported to the CCD ROCIP Safety Team immediately. The Contractor and Subcontractor Safety Representative shall immediately investigate and document the incident appropriately. The preliminary report must be completed and submitted to the CCD ROCIP Safety Team within twenty-four hours of the incident. The final investigative report and supporting documentation is due five calendar days after the date of the incident or near- miss incident.



3

DAYS

**THE FINAL INVESTIGATION MUST BE SENT TO YOUR ASSIGNED CCD ROCIP SAFETY TEAM MEMBER AND [CCDROCIPSAFETY@DENVERGOV.ORG](mailto:CCDROCIPSAFETY@DENVERGOV.ORG) WITHIN 5 DAYS OF THE INCIDENT.**

The Contractor Safety Representative is expected to provide a professionally written narrative with the following elements:

- a. Facts of the incident including; date, time, names of employees involved, witnesses, company, job title, injury or damage specifics;
- b. Sequence of events before, during, and after the event;
- c. Analysis of event and list of causative factors; and
- d. Corrective actions implemented or to be implemented.

Most incidents and near-miss incidents relate to system failure rather than individual. The Contractor must have an open and fair reporting system so that employees can report problems without fear of reprisal. Lessons learned from accidents, incidents and near-miss incidents will be shared with employees.

- See sample accident investigation forms in Appendix M.
- See Section 9.2 for Lesson Learned Program Requirements
- See Section 9.4 for Employee Near Miss Reporting Program Requirements

### 8.2 Jobsite Safety Inspections

The Contractor's safety representative will conduct and document daily jobsite inspections of work site to evaluate compliance with SSSP, ROCIP Safety Manual, and regulations and identify and correct jobsite hazards. Inspection reports must be documented daily and be made available to the CCD ROCIP Safety Team for review.

A member of the Contractor's management group (Project Manager, Field Supervisor, Foreperson, etc.) must attend and participate in at least one jobsite inspection per week. Attendance must be documented.

**CONTRACTOR MAY BE DIRECTED TO USE A SOFTWARE PROGRAM OR SOFTWARE-AS-A-SERVICE (SAAS) SOLUTION THAT WILL ENABLE THE CONTRACTOR TO PERFORM JOBSITE SAFETY AUDITS AND MEASURE THE EFFECTIVENESS OF THEIR SAFETY PROGRAMS. ALL SOFTWARE COSTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.**

### 8.3 Contractor's Monthly Safety Report

The Contractor is responsible for providing leading and lagging indicators for their project to the CCD ROCIP Safety Team. Contractors are required to submit Appendix P the first Tuesday of the following month to the CCD ROCIP Safety Team. The report must be submitted in Excel and cannot be altered.

### 8.4 Safety Observations

The CCD ROCIP Safety Team will provide written notice of work activities that are not in compliance with the established safety policies and procedures. If a Contractor or Subcontractor receives a notice, they must immediately correct the hazard, document the corrective action, or reason for delayed abatement, and return the report to the CCD ROCIP Safety Team within 24 hours.

The ROCIP Broker and Insurer are also committed to the success of ROCIP projects. They may at their discretion and chosen timeframe perform safety assessments of the project. It is a best practice during these observations to have the Contractor Safety Representative and/or Superintendent in attendance. These assessments will result in a written record of their findings. If deficiencies are found, the Contractor is to immediately correct the hazard, document the corrective action, or reason for delayed abatement, and return the report to the CCD ROCIP Safety Team within 24 hours from time of delivery.

### 8.5 OSHA Inspections

Inspections by OSHA compliance officers may be initiated for many reasons, including employee complaints, serious or fatal accidents, special emphasis programs or planned audits. When a Contractor or Subcontractor receives notification of an inspection, contact the CCD ROCIP Safety Team so a representative of the CCD ROCIP Safety Team can be present during the opening conference, inspection and closing conference. It is the policy of the City and County of Denver to fully cooperate with OSHA compliance officers.

### 8.6 Miscellaneous Inspections

Inspections may also be conducted by other interested CCD parties such as but not limited to Environmental, Denver Fire Department or other Federal, State or Local agencies. Deficiencies found regarding life safety or that will negatively impact CCD operations must be corrected immediately.

## 9. MISCELLANEOUS SAFETY PROGRAM REQUIREMENTS

### 9.1 Safety Awareness

Communication and awareness are essential to developing a proactive project safety culture. The goal of the safety awareness program is to raise awareness of day-to-day risks, hazards, and exposures in the field and drive employee engagement. The Contractor is responsible for developing and submitting innovative ideas for improving safety awareness. Safety awareness program initiatives have included:

- a. Project specific safety stickers
- b. Volunteer safety stewards
- c. Safety posters
- d. Days at Zero signs at entrances, lunchrooms, etc.
- e. Guest speakers for employee meetings
- f. Banners addressing specific hazards on the project
- g. Whiteboards for employees to identify Today's Biggest Risk in This Area
- h. Employee-led safety committees
- i. Foremen and Superintendents completing "Foundations for Safety Leadership" training
- j. Methods for employees to report safety hazards on the job site

### 9.2 Lessons Learned

The goal of this program is to share and use experience-based information to promote the recurrence of desirable activities and prevent the recurrence of undesirable activities. All Contractors and Subcontractors are expected to plan and execute their work based on best available practices. Through their work experiences, all personnel are expected to identify opportunities for improvement and best practices and share these with their colleagues using the form in Appendix O. Actions taken as a result of a Lesson Learned may include:

- a. Corrective actions taken as a result of the analysis of an actual experience
- b. Preventive actions taken to prevent a negative situation from occurring
- c. Improvement actions taken to improve the efficiency and safety of operations

Lessons Learned Programs include two basic processes:

- a. A development process that includes identification, documentation, validation, and dissemination of a Lesson Learned.
- b. A utilization and incorporation process that includes identification of applicable Lessons Learned, distribution to the CCD ROCIP Safety Team, identification of actions as a result of the Lesson Learned, and follow-up to ensure that appropriate actions were taken.

### 9.3 Stretch and Flex Program

The Contractor will implement a stretch and flex program that is conducted prior to the start of each shift and after the lunch break where all employees will participate, to include Subcontractors.

### 9.4 Employee Near Miss Reporting Program

A "near miss" is an unplanned event that did not result in injury, illness, or damage, —but had the potential to do so. Only a fortunate break in the chain of events prevented an injury, fatality or damage.

Although human error is commonly an initiating event, a faulty process or system invariably permits or compounds the harm and should be the focus of improvement.

Blank Near Miss Report forms are to be made readily available onsite to employees to report near misses. It is the responsibility of the Contractor to encourage near miss reporting, investigate and report findings to CCD ROCIP Safety Team.

- See sample Near Miss Report Form in Appendix K.
- See Section 8.1. for Contractor investigation and reporting requirements

## 9.5 Employee Discipline & Enforcement

The ROCIP has established various rules and regulations, which serve as guidelines to acceptable employee behavior. In addition, specific job site rules may be established to meet the needs of the project. In either case, the rules and regulations of the ROCIP, and jobsite rules, are subject to change, without prior notice, at the sole discretion of the CCD ROCIP Safety Team.

All employees need to be aware of and abide by the ROCIP and Contractor's work rules and regulations. Rules have been developed to assist the efficient operation of the Project and for the benefit and safety of all employees and the general public. In general, any employee found to be in violation of ROCIP Project rules will be subject to disciplinary action, including immediate suspension or permanent discharge.

The following is a description of the ROCIP Project policy for dealing with discipline and termination:

- a. Corrective discipline is normally the responsibility of the job foreman or superintendent. One purpose of discipline is to motivate an employee to change their behavior. Discipline can be effective in helping an employee develop a more acceptable level of job performance.
- b. In the event discipline is considered, the foreman or superintendent will identify the severity of the problem and determine the appropriate level of discipline, recognizing that the seriousness of offenses may vary. When violations of a less serious nature occur, a discussion between the employee and the supervisor will often be sufficient.
- c. In the case of more serious violation, a written warning will be issued. On some occasions, because of the seriousness of the offense, a written warning may be given even though a verbal warning has not been issued. Certain other offenses will be of such a serious nature that they will be grounds for immediate suspension and /or discharge.
- d. Verbal or written warnings are often appropriate for minor infractions and first-time offenses. A warning should include an explanation of the problem, which has been identified, with an opportunity for the employee to respond.
- e. Discharge of an employee will be considered if the desired change in an employee's conduct is not accomplished through prior actions.
- f. Employee misconduct may be of such a high level of seriousness that immediate termination will result. Examples of more serious misconduct include, but are not limited to, violation of the Substance Abuse Policy, blatant disregard for personal and public safety, disregard of the ROCIP Safety Plan, fighting, theft and falsification of records.
- g. In any given case, the CCD ROCIP Safety Team or the Contractor may find it appropriate to impose greater or lesser disciplinary action, based on individual circumstances.

Nothing in this policy should be construed as limiting the discretion to impose any level of discipline at any time, up to and including discharge, as circumstances warrant.

Nothing in this policy alters an employee's status as an "at will" employee or creates any contractual rights, either expressed or implied. This Policy will be applied in a matter that is consistent with the requirements appropriate to local, state and federal laws.

## 10. SAFETY PROVISIONS

The safety provisions in this section may meet or exceed OSHA or other regulatory requirements. Recognizing that local, state, and federal regulations may change, in the event of a conflict between the ROCIP Safety Manual and any regulatory authority, the more stringent standard prevails. See applicable pre-planning requirements in Section 6.

### 10.1 Cranes

Crane operators and riggers must be given the opportunity to pre-inspect crane lift and load placement areas. If loads are transferred onto or within a building structure, the Contractor must identify safe, structurally suitable lift and drop zone locations, including assessment of potentially occupied areas and subterranean utility systems. Notification, and evacuation if warranted, of occupied areas under lift and drop zones must occur prior to lift.

#### 10.1.1 Crane Assembly/Disassembly

Work is to be directed by an A/D (Assembly/Disassembly) director. The A/D director must meet the criteria for both a “competent person” and a “qualified person,” which are defined terms in this rule, or must be a “competent person” assisted by a “qualified person.”

- a. The A/D director must understand the applicable procedures.
- b. The A/D director must review the procedures immediately prior to beginning work unless they understand the procedures and have used them before for that equipment type and configuration.
- c. The A/D director must ensure that each member of the crew understands their tasks, the hazards of the tasks, and any hazardous positions or locations to avoid and be documented on the Pre-Task Planning sheet.
- d. Address hazards associated with the operation, including 12 specified areas of concern: site and ground conditions, blocking material, proper location of blocking, verifying assist crane loads, boom & jib pick points, center of gravity, stability upon pin removal, snagging, struck by counterweights, boom hoist brake failure, loss of backward stability, and wind speed and weather.
- e. The A/D director must verify all capacities of any equipment used, including rigging, lifting lugs, etc.
- f. Any lifting accessory must be designed by a professional engineer, with design criteria available on site, and capacities legibly marked on the device.

#### 10.1.2 Qualified Riggers

Employers must use qualified riggers during hoisting activities for assembly and disassembly work. Additionally, qualified riggers are required whenever workers are within the fall zone and hooking, unhooking, or guiding a load, or doing the initial connection of a load to a component or structure.

Contractors using riggers shall make available upon request, proof of documentation supporting the expertise of their qualified rigger.

#### 10.1.3 Qualified Signal Person Requirements

A signal person is required when:

- a. The point of operation is not in full view of the operator.

- b. The operator's view is obstructed in the direction the equipment is traveling.
- c. Either the operator or the person handling the load determines that a signal person is needed because of site-specific safety concerns.

Contractor must use one of the following options to ensure that a signal person is qualified:

- a. Third party qualified evaluator. The signal person has documentation from a third- party qualified evaluator showing that they meet the qualification requirements.
- b. The employer's qualified evaluator (not a third-party) assesses the individual, determines the individual meets the qualification requirements, and provides documentation of that determination. This assessment may not be relied on by other employers.

Employers must make the documentation of the signal person's qualifications available at the worksite in paper form for review by the CCD ROCIP Safety Team. The documentation must specify each type of signaling (e.g., hand signals, radio signals, etc.) for which the signal person is qualified under the requirement of ASME B30.5-2007 and ASME B30.3- 2009.

#### 10.1.4 Outriggers and stabilizers

When outriggers or stabilizers are used or are necessary:

- a. The Contractor must evaluate the soil bearing capacity at the lift site to ensure that the crane, including the maximum intended loads is compatible with the location and placement of the crane. Review of any underground installations shall be part of the evaluation.
- b. Outriggers and stabilizers must be fully extended or, if permitted by manufacturer procedures, deployed as specified in the load chart.
- c. Outriggers must be set to remove equipment weight from the wheels.
- d. Outrigger floats, if used, must be attached to the outriggers; stabilizer floats, if used, must be attached to the stabilizers.
- e. Each outrigger or stabilizer must be visible to the operator or to a signal person during extension and setting.
- f. Outrigger and stabilizer blocking must be placed under the float/pad of the jack or, if there is no jack, under the outer bearing surface of the outrigger or stabilizer beam. Blocking must also be sufficient to sustain the loads and maintain stability and must be properly placed, per manufacturer's specifications.
- g. Horizontal distance for crane setup from an excavation must be greater than the depth of the hole.

#### 10.1.5 Work Platforms Suspended from Cranes

The use of a crane or derrick to hoist employees on a personnel platform is prohibited, except when the erection, use, and dismantling of conventional means of reaching the worksite, such as a personnel hoist, ladder, stairway, aerial lift, elevating work platform or scaffold, would be more hazardous or is not possible because of structural design or worksite conditions.

**NOTE:** Contractor shall submit a written variance request to use a suspended personnel work platform to the CCD ROCIP Safety Team identifying the rationale for selecting a suspended personnel work platform and explanation why conventional methods would be more hazardous or infeasible.



Prior to the use of a work platform suspended from a crane, the Contractor and/or Subcontractor will complete the Suspended Personnel Platform Checklist in Appendix H for each such operation and will maintain a file documenting its operation. Each record is good only for lifts made from a single crane set-up location. Traveling, repairs or modifications of the crane will require a new record. Each record is to:

- a. Be initiated by the supervisor of the employee who will be working from the platform
- b. Describe the work to be performed and its exact location
- c. List all required inspections, certifications, tests, and pre-lift meetings
- d. Be signed by the crane operator, rigger, and initiating supervisor
- e. Note the name of the person who will flag or signal the crane operator
- f. Remain with the crane while the personnel hoist is in progress
- g. Section 4 (Weight Calculation Sheet) of the Suspended Personnel Work Platform Checklist must be submitted to the CCD ROCIP Safety Team for review 7 days in advance of scheduled work.

## 10.2 Elevated Work - Fall Protection

Contractors and Subcontractors of any tier shall provide an appropriate fall prevention or fall protection system whenever employees are exposed to falls in excess of six feet or higher. Examples of exposures include, drilled shafts, steel erection, walking/working surfaces, etc. Controlled access zones are not permitted as appropriate means of fall prevention or protection on this project. All fall protection equipment must be inspected by employees before each use. This equipment shall also be inspected by a competent person at least monthly and documented. Damaged and worn equipment must be removed from service and the project site immediately.

### 10.2.1 Types of Fall Protection Systems

- a. Personal fall arrest system is a means used to arrest an employee in a fall from a work level. It consists of an anchorage, full body harness, and connectors.
- b. Positioning device system allows an employee to be safely supported on an elevated vertical surface (such as a wall) and work with both hands free. The positioning device is not to be used as a primary anchor point.
- c. Warning line system is a barrier erected to warn employees that they are approaching an unprotected edge. It also designates an area in which work may not take place without the use of a guardrail, personal fall arrest system or a safety net to protect employees. The warning line must be a minimum of 15 feet from the unprotected edge.
- d. The use of safety monitors is prohibited.
- e. Guardrail system is a barrier erected to prevent employees from falling to lower levels. All guardrails must meet the requirements of 29CFR1926.502.
- f. Safety net system can be used when workplaces are more than 25 feet above the ground, water surface or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, safety lines or a safety harness is impractical.

### 10.2.2 Safety Harness

The only permissible fall arrest system on this project is a full body harness, subsystem and components meeting ANSI requirements. In order to maintain 100 percent fall protection, two lanyards may be required. The use of body belts is prohibited.

Safety harnesses must be secured to an anchor point, preferably overhead, of substantial capacity capable of supporting at least five thousand pounds per worker attached (e.g. pipe, structure, cable, or rope lifeline). Anchorage not secured overhead may require additional sharp or leading-edge protection. Anchorages must be engineered and drawings available at the work location.

#### 10.2.3 Lanyards and Lifelines

Lanyard and lifeline selection will be determined by the type of work as well as the environmental conditions. If lanyards, connectors or lifelines may be damaged by welding, chemical cleaning, sandblasting, or sharp edges, either protect the components or use a more appropriate type of securing system.

Lanyards and lifelines must incorporate or be used with an appropriate deceleration device. Deceleration devices include rope grabs, rip-stitch lanyards, specially woven lanyards, tearing or deforming lanyards, automatic self-retracting lifelines and lanyard, etc., which dissipate or otherwise limit the energy imposed on an employee during fall arrest. Lanyards and lifelines must only use locking snap hooks. Under no circumstances may two lanyard snap hooks be connected to each other.

Once in use, the system's effectiveness is to be monitored by a qualified person. In some cases, a program for cleaning and maintaining the system may be necessary. Anchor points, other than those installed by equipment manufacturers, must be inspected and approved by a qualified person.

Horizontal lifelines (HLL) and catenary lines shall be designed by a registered professional engineer. A copy of the design shall be maintained at the work location where the HLL is in place. HLLs shall be installed and maintained, per the design, by a competent person.

- Horizontal Lifeline and Catenary Line Fall Distance. The primary factor that is critical to the design of HLL or catenary line system is calculating the dynamic point loading and deflection of the line and end connection points. Other factors that must be accounted for include freefall of the worker, the deceleration distance of the worker's shock-absorbing lanyard or retractable lifeline and any other considerations that increase the worker's total fall distance. The sum of these factors shall not be so great that the worker can contact an obstruction or lower level. The registered professional engineer or manufacturer of an HLL or catenary line system shall provide a method of calculating minimum clearances for temporary systems that can be installed in multiple configurations.
- Horizontal Lifeline and Catenary Line Designed Load Factor. When HLL's or catenary lines are used, the Contractor shall include in their fall protection plan the appropriate and specific engineered calculations for the system based on the number of workers attached. The load requirement is often confused with the 5,000-pound OSHA requirement for personal fall arrest systems (PFAS). The Contractor shall take into consideration in the design of the HLL and catenary line, the maximum arresting force on a worker's lanyard may be greater than 1,800 pounds depending on the line's geometry, angle of sag, the lines elasticity and the dynamic deflection to the end loads at the anchorage points or stanchions.

**NOTE:** Catenary lines shall be elevated, not at or below walking level, unless a variance is granted and approved in writing before the execution of the contract. This includes steel work.

#### 10.2.4 Training

Contractor must provide a fall prevention training program for each employee who might be exposed to fall hazards. The training program must include recognition of the hazards of falling and procedures to follow to minimize these hazards. Training materials must be reviewed to verify that each employee has been trained, as necessary, by a competent person knowledgeable in the following areas:

- a. The nature of fall hazards in the work area;
- b. The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
- c. The use and operation of guardrail systems, restraint systems, personal fall arrest systems, safety net systems, warning line systems, CAZS, and other protection to be used;
- d. The limitations on the use of mechanical equipment during the performance of roofing work on low sloped roofs;
- e. The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection;
- f. The role of employees in fall protection plans;
- g. The requirements contained in 29 CFR 1926 Subpart M.

Contractor must maintain a written certification record of employee training on site for review. The record must contain the following information:

- The name or other identity of the employee trained
- The date(s) of the training;
- Topics reviewed; and
- Trainer and trainee signatures

### 10.3 Scaffolding

All scaffolds and platforms must meet the following requirements:

#### 10.3.1 General Requirements

- a. Scaffolds shall be erected, moved, dismantled or altered only under the supervision and direction under a competent person qualified in scaffold moving, erecting, dismantling or alteration. Such activities shall be performed only by experienced and trained employees selected for such work by the competent person.
- b. The competent person will determine the feasibility and safety of providing fall protection for employees erecting or dismantling support scaffolds. The Contractor is required to provide fall protection for employees erecting or dismantling support scaffolds where the installation and use of such protection is feasible and does not create a greater hazard.
- c. Scaffolds six (6) feet or more above the ground or floor are to be completely decked and have handrails, mid-rails and toe-boards installed. If for some reason, a platform or scaffold cannot be equipped with standard handrails or completely decked, safety harnesses must be worn and properly tied off.
- d. Chain guardrails on scaffolding are not permitted.
- e. Overhead protection for employees on a scaffold is required if they are exposed to overhead hazards.

- f. Barricade the area beneath the scaffold and post "working overhead" signs in all approach directions.
- g. Materials will not be stored on scaffolding, excepting supplies needed for immediate use. All debris and tripping hazards will be removed immediately.
- h. Contact the CCD ROCIP Safety Team if any special scaffolding issues arise.

#### 10.3.2 Rolling Scaffolds

- a. No one is to ride on a rolling scaffold while it is being moved.
- b. All materials and tools must be secured prior to moving a rolling scaffold.
- c. No rolling scaffolds will be utilized to support other scaffolds.

#### 10.3.3 Scaffold Planking

- a. Paint or stamp scaffold planks within 12" on each end or edge to denote use for scaffold decking only.
- b. Use only 2" X 10" or 2" X 12" scaffold grade material for scaffold planking.

#### 10.3.4 Scaffold Tagging

The most effective means of communication between the scaffold builder and the scaffold user is a scaffold tag. The tagging procedures are as follows:

- a. The crew that erects the scaffold must complete and attach the appropriate scaffold tag.
- b. The scaffold tag must be placed at eye level on or near the access ladder, so it is easy to locate and plainly visible.
- c. If the scaffold needs to be altered in any way, the person who signed the tag must be contacted to authorize the change and re-tag if necessary.
- d. An untagged scaffold must not be used.
- e. Scaffolds shall be inspected and documented by a competent person before each shift. Scaffolds passing inspection shall have a green tag applied with the date of inspection and the inspector's signature.
  - A green "Scaffold Use" tag shall be used for pre-shift inspections. Note: This tag shall be attached by the qualified person upon completion of the scaffold erection.
  - A yellow tag is completed and attached to scaffolds that cannot be erected with all the components complete. The yellow tag allows the erecting crew to note what portion of the scaffold is incomplete and cautions the user. A yellow tag also informs the user fall protection may be required.
  - A red tag means the scaffold is being dismantled not yet completely erected or for some reason not safe and shall not be used.

#### 10.4 Scissor Lifts

Fall protection inside scissor lifts may be required by the manufacturer or the Contractor. "Required" is when the word "shall" or "must" is incorporated in the manufacturer's operator's manual and/or instructions. The scissor lift should not be used as a means of transfer material from the lift to another location. Employees shall always stand firmly on the floor of the scissor lift work platform and shall not sit or climb on the edge of the rails or use planks, ladders, or other devices to elevate themselves within the basket. The area below shall be demarcated in the case of overhead hazards.

Scissor lifts must be inspected prior to each shift by the operator using the lift. This will be documented on a standard inspection form supplied by contractor who is responsible for having the lift on the project. Daily inspection records shall be available for review with the lift for the duration of the work shift and maintained for duration of project.

**NOTE:** Scissor lifts cannot be moved or driven to another location without lowering the work platform first. Short movements for positioning the lift are exempted.

## 10.5 Mobile Elevating Work Platforms (MEWP- formerly Aerial Lifts)

A full body harness and lanyard shall be worn by persons working in MEWP and the fall protection system shall be attached to the manufacturer's approved anchorage point on the boom or basket of an aerial lift. It is the responsibility of the user to review the manufacturer's operator's manual for approved tie-off locations.

- a. Fall protection shall not be secured to an adjacent pole, equipment or structure when work is being performed from the basket of the aerial lift.
- b. Employees shall always stand firmly on the floor of the basket and shall not sit or climb on the edge of the basket or use planks, ladders, or other devices.
- c. The area below shall be demarcated in the case of overhead hazards.
- d. MEWPs must be inspected prior to each shift by each operator using the lift. This will be documented on a standard inspection form supplied by the contractor who is responsible for the Boom Lift. Daily inspection records shall be available for review with the lift for the duration of the work shift and maintained for the duration of the project.

**NOTE:** Boom lifts/aerial lifts cannot be moved or driven to another location without lowering the basket first.

## 10.6 Floor and Roof Openings

Floor and roof hole covers shall be installed and maintained by the Contractor creating the hole. In the event a Contractor alters or removes a hole cover to complete work, they shall replace it, or make it safe, prior to leaving the work area. The covers must be capable of supporting twice the maximum intended load, secured against displacement or lifting, and labeled as a "hole" or "cover".

## 10.7 Ladders

The purpose of this policy is to establish minimum expectations for personnel working with portable ladders. This policy applies to all work performed by Contractor's and their Subcontractors including, but not limited to the following activities: construction, installation, demolition, remodeling, relocation, refurbishing, testing, servicing or maintenance of equipment or machines, and any time ladders are required.

### 10.7.1 Fall protection

All personnel using fall protection must be properly trained. If a job being performed on a ladder is rendered more hazardous using personal fall protection, then the employee must:

- a. Ascend/descend the ladder, maintaining at least three points of contact with the ladder at all times
- b. Maintain their center of gravity between the rails while performing work on the ladder
- c. Always face the ladder while working or ascending and descending

#### 10.7.2 General Requirements

- a. **Only Class 1A or 1AA fiberglass and wood ladders are allowed on site.** Metal ladders (other than fixed building ladders) are prohibited on the CCD Project.
- b. Use a ladder for its intended purpose ONLY.
- c. Inspect ladder prior to use according to manufacturer's recommendations.
- d. Tag and dispose of defective ladders immediately.
- e. Identify every ladder with company name.

#### 10.7.3 Usage

- a. Ladders shall be used only on stable and level surfaces. All ladders must have slip resistant feet.
- b. Ladders placed in any location where they can be displaced by workplace activities or traffic, such as in passageways, doorways, or driveways, shall be secured to prevent accidental displacement.
- c. The area around the top and bottom of a ladder shall be kept clear and shall not be used for storage of unattended materials.
- d. The top of a straight ladder shall be placed with the two rails supported equally, unless it is equipped with a single support attachment.
- e. Straight/extension ladders shall extend a minimum of 3 rungs or 36" above the surface to be accessed and shall be secured. Where supplying long-term access, walk through extensions with self-closing gates must be used.
- f. Folding step ladders shall ONLY be used in the fully open position, with spreaders locked.

#### 10.7.4 Storage

- a. Ladders are to be stored in a secure manner that will not allow them to fall.
- b. Storage methods:
  - Chained together upright
  - Laid down flat stacked in a manner so they cannot tip/fall. Maximum of 4 stacked on top. (Head to toe)
  - On supported wall racks designated for ladder storage
- c. When shift work is complete, the ladders will be returned to a designated storage area.

#### 10.7.5 Job Built Ladders.

Job built ladders shall comply with ANSI A14.4 – Safety Requirements for Job Made Ladders

### 10.8 Excavations and Trenching

Excavation and trenching are among the most hazardous construction operations. Excavations are defined as any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. A trench is defined as a narrow underground excavation that is deeper than it is wide and is no wider than 15 feet.

Contractors shall never enter an unprotected trench. **Trenches 4 feet deep or greater require a protective system.** Refer to OSHA 29 CFR 1926 Subpart P for soil type definitions and protective system requirements.

- a. **All soils will be classified as Type C soil** when designing protective systems, unless a geotechnical survey is conducted determining that the soil is more stable than Type C.

- A copy of the geotechnical report and letter must be present at the location of the excavation activity
- b. Regardless of soil type, the Contractor must provide a competent person with demonstrated soil classification experience to be on site during any excavation and trenching activity. The competent person shall be responsible for observing soil conditions during all phases of excavation. If the competent person determines that the soil has become less stable than the original classification determined by the geotechnical survey, they shall have the duty and authority to stop work and require that additional protective measures be implemented.

Trenches 20 feet deep or greater require that the protective system be designed by a registered professional engineer or be based on tabulated data prepared and/ or approved by a registered professional engineer.

There are different types of protective systems. Sloping involves cutting back the trench wall at an angle inclined away from the excavation. Shoring requires installing aluminum hydraulic or other types of supports to prevent soil movement and cave-ins. Shielding protects workers by using trench boxes or other types of supports to prevent soil cave-ins. When design/selecting a protective system, the Contractor must consider many factors: soil classification, depth of cut, water content of soil, changes due to weather or climate, surcharge loads (e.g. spoil, other materials to be used in the trench) and other operations in the vicinity.

Trenches must be inspected daily and as conditions change by a competent person prior to worker entry to ensure elimination of excavation hazards. Safe access and egress must be provided by the Contractor to all excavations including ladders, steps, ramps, or other safe means of exit for employees working in trench excavations 4 feet or deeper. These devices must be located within 25 feet of all workers.

Heavy equipment shall be kept a safe distance away from trench edges. Surcharge loads must be kept at least 2 feet from trench edges. **Contractors are not permitted to work under raised loads.**

Prior to beginning any excavation, digging, trenching or drilling operation, Contractors or Subcontractors, of any tier, must ensure that all underground utilities have been located and verified by the responsible parties. Testing shall be performed for low oxygen, hazardous fumes and toxic gases.

#### 10.8.1 Underground Utility Damage Prevention Work Plan

Underground Utility Damage Prevention. The Contractor is responsible for complying with all OSHA regulations related to underground utility damage prevention. The Contractor shall take all reasonable steps necessary to make certain that all active, abandoned, or unknown utilities are identified. Such steps are to include the utilization of an individual or firm acceptable to the Contractor and knowledgeable in Subsurface Utility Engineering (SUE) techniques, and competent to perform utility designation in conformance with the National Utility Locating Contractors Association (NULCA) Standard 101 for Professions Competence Standards for Locating Technicians or other written standard acceptable to the CCD ROCIP Safety Team.

##### 10.8.1.1 Preparation

- a. All existing underground utilities depicted on the drawings, (which include but are not limited to: power, control, and communications cables; telephone, water and sewer lines; and other utilities) are shown in their approximate locations only. Other utility lines may exist but not be depicted. It is the Contractor's responsibility

to ensure that locations of all underground public and/or private utilities are established prior to work in the area.

- b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- c. Protect subgrade and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary. Protect subgrade and foundation soils from softening and damage by rain or water accumulation.
- d. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

#### 10.8.1.2 Pre-excavation Requirements for Underground Utility Installations

- a. Prior to any excavation, the Contractor shall layout in the field the centerline of all proposed utilities. The Contractor shall outline (by white spray paint, barricade or other means acceptable to the CCD ROCIP Safety Team) the limits of construction including the area(s) to be excavated.
- b. The Contractor shall identify the location of existing underground utilities on as-built drawings, including any unknown or abandoned utility found during construction. The Contractor shall ensure that all utility owners/operators, and Colorado 811/Utility Notification Center of Colorado performing utility designation/location services designate/mark existing utilities within the construction limits as well as the entire path of excavation, including three (3) feet to either side of proposed utilities. The Contractor shall be solely responsible for notifying relevant utility owners/operators and Colorado 811 sufficiently in advance to ensure that delays to construction does not occur.
- c. Contractor shall expose all utilities that it will be crossing through non-destructive mechanical excavation methods such as vacuum excavation or similar mechanical method(s) approved by the CCD ROCIP Safety Team ("potholing") or by hand digging. When a cable is located, the Contractor shall hand-excavate a trench three (3) feet each side of the exposed utility to verify that another cable is not adjacent to the exposed utility.
- d. Life threatening utilities such as gas and electrical services will be exposed through the entire length of the excavation by non-destructive methods.
  - Gas and electric lines within 25 feet of the work area shall be potholed and marked every 25 feet to verify that the line has not changed directions.
  - Gas and electric lines outside the 25 feet of the work zone will be potholed at least once on each end of the limits of the excavation to verify Underground Service Alert and the utility plans.
  - Fiber-optic lines will be potholed every 25 feet within the work area.
  - Telephone/Cable lines will be potholed every 50 feet within the work area.
- e. Contractor shall continuously maintain utilities, facilities and/or systems that are or may be affected by work associated with the project. The Contractor shall provide the CCD ROCIP Safety Team with written reports on any utility damage.
- f. If the Contractor does not find an underground utility that was previously marked, the excavation shall be stopped, the Contractor's safety representative shall be contacted, and the Contractor shall contact the appropriate owner/operator of the

utility, using the Colorado 811/Utility Notification Center of Colorado when warranted.

- g. Every attempt shall be made to preserve the locate markings during excavation. Locate markings that are no longer visible shall be refreshed by calling the one-call system and/or the utility owners/operators for remarking.
- h. All existing utilities that have been exposed during exploratory potholing or excavation must be supported to prevent stretching, kinking, or damage to the existing utility.

#### 10.8.1.3 Excavation

- a. Preserve, protect and maintain existing operable drains, sewers, and electrical ducts during grading, excavating and backfilling operations.
- b. Excavation made with power driven equipment is not permitted within five feet of any known existing utility. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered.
- c. An observer shall be present to assist the equipment operator when operating equipment around known underground facilities and utilities. Adhere to the following during excavation:
  - All mechanized excavation shall start with 6 to 10-inch depth excavation on the surface. The equipment operator shall immediately cease operation and notify the CCD ROCIP Safety Team if utility warning tapes, sand, or bedding material is uncovered at any time during excavation.
  - All excavations within 5 feet of any pedestal, closure, riser guard, pole (with riser), meter, or other structure shall be performed by hand digging or other means such as vacuum excavating.
  - If the Contractor discovers damage, causes damage, or contacts an existing underground utility, the owner/operator of that utility, and CCD ROCIP Safety Team shall be notified immediately.
  - If there is a critical or high priority utility line in the dig area, make arrangements for the utility owner/operator to be on the job site during the excavation. If the utility owner/operator refuses to be present, document this response.
- d. The Contractor shall coordinate daily with the excavator and the excavating work crew regarding the work to be performed that day with an emphasis on the underground utility damage prevention work plan and anticipated utility crossings.

### 10.9 Hazardous Materials and Hazardous Waste

Hazardous materials or hazardous wastes are to be placed on spill containment pads or other secondary containment. All hazardous wastes produced by the Contractors and/or Subcontractors must be removed from the project site by a licensed hazardous waste hauler. Such loads will need to be manifested and a copy of the manifest and the return manifest must be submitted to the Project Team.

Report any release of hazardous materials or hazardous wastes promptly to 720-460-1706. If the release is of a reportable quantity, the responsible Contractor or Subcontractor, of any tier, will notify the appropriate regulatory agency. See the EPA List of Lists for chemical reportable quantities. Proper clean-up of hazardous materials waste will be done by the responsible Contractor or Subcontractor. Clean-up is to be done by properly trained personnel. Hazardous waste from the clean-up must be hauled away

by a licensed hauler and disposed of at a properly permitted facility. Provide a copy of the company spill notification procedure to the CCD ROCIP Safety Team.

Depending on the hazardous materials spilled, CCD may require the responsible Contractor or Subcontractor to sample the affected site and hire a certified laboratory to analyze an appropriate number of samples to test at their laboratory. A copy of the results is to be provided to CCD. Contractors or Subcontractors, of any tier, must inspect and document their hazardous material and waste storage areas at least weekly to ensure they are properly maintained.

CCD may randomly audit the labeling and storage of hazardous material and waste and the disposal of hazardous waste to verify that all Contractors and Subcontractors, of any tier, are fulfilling their roles as responsible parties.

All hazardous materials and hazardous wastes must be properly labeled and stored until removed from the project. Consideration shall be given to chemical compatibility prior to storage of chemicals. CCD may determine after SDS review, specific chemicals may be unsuitable for use due to physical properties that may endanger the environment, CCD property, and/or create potential exposures to adjacent workers or the general public. The Contractor will be required to work with CCD to locate an acceptable replacement chemical and or process.

#### 10.10 Spill Prevention

Contractors will store petroleum products and hazardous materials at the construction yards in safe locations employing appropriate secondary containment and control measures. Secondary containment systems can include: a bermed area lined with an impervious material to provide a minimum containment volume equal to 110 percent of the volume of the largest storage vessel contained within the berm area; double walled tanks; secondary containment pallets, etc.

The Contractor will construct these containment structures to contain spilled or leaked liquids within the structures. The volume of the secondary containment will be 110 percent of the largest storage vessel or container volume. If earthen containment dikes are used, they will be constructed with slopes no steeper than 3:1 (horizontal to vertical) to limit erosion and provide structural stability. Containment areas will not have drains. Control measures can include updated stormwater management plans and site maps, properly stocked spill kits, and documented inspections.

The Contractor will visually inspect aboveground bulk tanks frequently and whenever the tank is refilled. Drain valves on temporary storage tanks will be locked to prevent accidental or unauthorized discharges from the tank. The Contractor will correct visible leaks in tanks as soon as possible. All fuel nozzles will be equipped with functional automatic shut-off valves. Prior to departure of any fuel tank truck, all outlets on the vehicle will be examined by the driver for leakage and tightened, adjusted, or replaced to prevent leaking while in transit.

Routine equipment maintenance of wheel-mounted vehicles such as oil changes will be accomplished at the Contractor yards or staging areas to the greatest extent practical. Routine maintenance of track-mounted equipment will be conducted in a manner to gather all oil and other discharges and removed from the project site to a suitable recycling or disposal site.

Where required, Contractors shall provide equipment diapers and/or drip pans to protect from environmental spills. The Contractor will maintain a minimum of 20 pounds of suitable commercial absorbent and barrier materials at each Contractor yard and on fuel and service trucks to allow rapid

containment and recovery of a spill. In addition, fuel trucks will be equipped with shovels and an assortment of hand tools to aid in the containment of a spill.

Equipment will not be washed on the project sites. Equipment operators will be held responsible for prompt reporting and mitigation of any fuel or lubricant spills from their equipment. Two trained personnel will be present during refueling to reduce the potential for spills or accidents. If the equipment operator is used as one of the two trained persons on the site, that person should be directly involved with the refueling process (i.e., not just sitting in the equipment) so that they can respond immediately to any overfilling.

Equipment such as large stationary pumps may be fitted with auxiliary tanks as appropriate. Such auxiliary tanks will be placed within a secondary containment structure. Refueling of dewatering pumps, generators, and other small portable equipment will be performed using approved containers with a maximum volume of 10 gallons. Alternately, a pickup truck-mounted tank (up to 300 gallons) may be used to fill the secondary fuel tanks provided the pump hose has an automatic cut-off sensor and provided the person conducting the refueling does not leave the filling location.

Before lubricants are drained from the construction equipment, a suitable containment vessel and plastic sheeting will be placed under the equipment to collect any spilled material. The Contractor will take necessary precautions to ensure that material that might accumulate on the liner does not spill on the ground surface.

The Contractor will appoint a Spill Coordinator who will be responsible for the reporting of spills, coordinating Contractor personnel for spill cleanup, subsequent site investigations, and associated incident reports.

## 10.11 Confined Space Entry

Confined spaces include, but are not limited to, tunnels, manholes, utility vaults, pumping stations, storage tanks, process vessels, pits, vats, vaults or similar types of enclosures with limited access and without proper ventilation. Entry into confined spaces may be for the purpose of inspection, testing of equipment, maintenance (repair and cleaning) or an emergency. The characteristics of a confined space are:

- a. A space that is large enough and so configured that an employee can enter and perform assigned work, and
- b. A space that by design that has limited openings for entry and exit; and
- c. A space not designed for continuous employee occupancy.

All confined spaces on CCD property are considered “permit-required confined spaces”. A permit-required confined space has one or more of the following characteristics:

- A potential to contain a hazardous atmosphere
- Material that can cause the engulfment of an employee
- An internal configuration that might cause an employee to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section
- Contains any other recognized serious health or safety hazard

### 10.11.1 Entering A Permit-Required Confined Space

Entry is defined as occurring when any part of the body passes through the opening of a confined space. Prior to entry, an entry permit should be completed and signed by the entry supervisor verifying that the space is safe to enter. The entry permit must also be posted at the entrance or otherwise made available to entrants before they enter the permit space.

The contractor must complete their internal confined space entry permit before an employee enters a confined space – this permit must be posted at or near the confined space. Permits are valid for one shift only – a new permit must be completed for the next shift. The contractors' internal permit shall contain the following types of specific information concerning:

- a. Identification of space;
- b. Purpose of entry;
- c. Date and duration of permit;
- d. List of authorized entrants;
- e. Names of current attendants and entry supervisor;
- f. The hazards of the permit space to be entered;
- g. The measures used to isolate the permit space and eliminate or control hazards;
- h. The acceptable entry conditions;
- i. The results of atmospheric monitoring;
- j. Rescue and emergency services that can be summoned and the means for summoning those services;
- k. The communication methods used by entrants and attendants to maintain contact;
- l. Any other safety information necessary for the specific space;
- m. Any additional permits, such as for "hot work" (welding).

The entry permit is the document that certifies that the Contractor complies with the requirements of the standard for entries in permit required confined spaces. Also, the entry supervisor must close off the space and cancel permits when an assignment has been completed or when prohibited conditions exist. All new conditions must be noted on the canceled permit and used in revising the permit space program.

### 10.11.2 Air Monitoring

Before entering the area, the Contractor must always test for oxygen content of the air, then flammable or explosive gases or vapors, and finally toxic chemicals such as hydrogen sulfide. This sampling should be done with a remote monitor on a wand attached to the toxic gas meter. The monitor should be able to reach the lowest point in the confined space. Oxygen monitoring should be done first as the explosive gas monitor will not be accurate if there is an oxygen deficiency.

It is important to remember that some gases or vapors are heavier than air and will settle at the bottom of the confined space. Also, some gases are lighter than air and will be found around the top of the confined space. Thus, during the sampling process it will be necessary to test all areas (top, middle and bottom) of the confined space.

In sewers or other areas which are part of a continuous system where new hazards may enter at any time, continuous air monitoring must be conducted.

### 10.11.3 Ventilation

If the atmosphere is found to lack oxygen, or contain toxic gases and vapors, the space must be ventilated before entry. An air powered ventilator placed at the top of the opening can blow breathable air into the space. Never assume that the space is safe until it is monitored again. Ventilation shall continue while the employee is working in the space. A trained person must determine whether the air must be blown or sucked, and how the ventilation should be conducted.

The air intake should be placed in an area that will draw in fresh air only. Ventilation should be continuous where possible, because in many confined spaces the hazardous atmosphere will form again when the flow of air is stopped.

The forced air ventilation should ventilate the immediate areas where an employee is or will be present within the space and should continue until all employees have left the space.

### 10.11.4 Protective Equipment

Personal protective equipment shall be used to protect workers only after all other feasible means have been used to control or eliminate hazards. A full body or chest harness and a lifeline should be used when entering a confined space.

In some situations, a respirator will also be needed. A respirator will allow the employee to breathe without inhaling toxic gases or particles.

Air-purifying respirators can filter dangerous substances from the air, but they provide no protection in an oxygen deficient environment and shall not be used when working in a confined space. Only air-supplying respirators (SAR/SCBA) should be used in confined spaces that have low oxygen levels or high levels of toxic gasses.

In vertical entries, the safety harness should be attached to a retrieval device that will allow quick removal of an employee in the event of an emergency. In the event of an emergency, the attendant located on the outside should be able to initiate a rescue without entering the space.

Hard hats, safety goggles, face shields, gloves, safety boots, disposable suits, earplugs or muffs, non-sparking flashlight and tools may also be needed when entering a confined space.

### 10.11.5 Rescue

In order to facilitate rescue without having a rescuer enter a space, the Contractor must require the use of "non-entry" rescue, retrieval systems or methods, such as tripods and winches to lift unconscious or injured entrants out of a space that is more than five feet deep.

### 10.11.6 Training

Proper training, careful preparation and good judgment are essential to safe confined space entry. The Contractor is required to provide initial and refresher training to equip employees with the understanding, skills and knowledge necessary to perform the confined space entry safely.

Training must be provided to each affected employee before the employee starts performing assigned duties in confined spaces and must be certified by the Contractor. Authorized entrants,

attendants, supervisors and rescuers require different levels of training according to their specific duties and responsibilities.

## 10.12 Silica

### 10.12.1 Potential Exposures

The following activities may cause crystalline silica dust to be present in the air:

- Sawing, hammering, cutting, drilling, grinding, and chipping of concrete or masonry
- Chipping, hammering, and drilling rock
- Dry sweeping or pressurized air blowing of concrete, rock, or sand dust
- Crushing, loading, hauling, and dumping rock
- Sandblasting
- Demolition of concrete and masonry structures
- Concrete mixing
- Working with ceramics, clay, and pottery

### 10.12.2 Safe Work Practices

The primary means of protecting workers will be using fewer toxic materials, enclosed systems, local exhaust ventilation, wet methods, and good work practices. Silica sand or other substances containing more than 1% crystalline silica will not be used for abrasive blasting. Good personal hygiene will be practiced avoiding unnecessary exposure. Eating, drinking, use of tobacco products, or applying cosmetics will not be done in areas where there is dust containing crystalline silica. If possible, employees will shower and change into clean clothes before leaving the worksite to prevent contamination of cars, homes, and other work areas.

If Contractor shall use OSHA 1926.1153(c)(1) or the following measures to reduce exposure to crystalline silica in the workplace:

- a. Wet down the dust at the point of generation.
- b. Install local exhaust ventilation to prevent dust from being released into the air.
- c. During rock drilling, flow water through the drill stem.
- d. Install dust collection systems onto machines or equipment that generated dust.
- e. Use concrete/masonry saws that provide water to the blade. Water may be used to suppress dust produced by pneumatic, hydraulic, or gasoline-powered saws. Water is typically applied to the blade through one or two nozzles to suppress dust emissions. Water may be supplied from a portable pressurized tank or a hose. The recommended flow rate is 0.5 liters (17 ounces) of water per minute to suppress dust. Less water will not be as effective.
- f. When using vacuum cleaners, the vacuum should have the following features:
- g. Enough flow rate to capture the dust and transport it to the vacuum source. One study showed that an air flow rate of 70 cubic feet per minute (cfm) was required to achieve effective dust control.
  - i. High-efficiency particulate air (HEPA) filter to reduce the chances of releasing dust containing RCS from the vacuum into the worksite.
  - ii. A pre-filter or cyclone to increase the length of service of the HEPA filter.

- iii. A filter replacement indicator, such as a pressure gauge. If the vacuum cleaner does not have a pressure gauge, workers can monitor the air flow by checking to see if a dust plume is escaping from around the shroud.
- iv. The ability to clean and replace filters and full collection bowls or bags without exposing the operators to dust.
- v. A motor that draws at least 10 amps.

NOTE: The above measures will be required to protect the general public, adjacent workers and CCD facilities as necessary.

#### 10.12.3 Air Monitoring

The Contractor will inspect each work operation to determine if employees are exposed to silica above the PEL. Indicators that an evaluation of employee exposure should be undertaken include:

- a. Information or observation which would indicate employee exposure to silica.
- b. Employee complaint of symptoms which may be attributed to exposure to silica.
- c. Change which may result in an increase in the airborne concentration of silica.

The Contractor will conduct air monitoring to measure worker exposures and ensure that engineering controls and respiratory protection are providing adequate protection. Air monitoring information will be made available to workers and CCD ROCIP Safety Team. If employees are exposed to silica in excess of the PEL, monitoring will be repeated quarterly.

#### 10.13 Electrical

- a. Only qualified electricians may perform electrical work.
- b. Temporary electrical service shall be installed and maintained to conform to all the requirements along with all applicable provisions of the NESC, NEC and OSHA.
- c. Where required, appropriate warning signs will be posted. All temporary components shall be plainly marked to indicate the maximum operating voltage.
- d. All circuits shall be protected against overload and grounded with Ground Fault Circuit Interrupters (GFCI).
- e. When using permanent power, a GFCI "pigtail" device will be required between the power source and the extension cord.
- f. Flexible temporary cord and light sets shall be hard service or junior hard service usage for construction as specified in NEC Table 400.4.
- g. Non-metallic sheathed cable shall not be used for temporary service on the project.
- h. Temporary power cords of any size shall not be spliced.
- i. Extension cords shall not be plugged into each other to increase length, if power is needed further than the length of the cord, another power supply should be provided.
- j. Electric wire and flexible cord passing through work areas shall be protected from damage (including that caused by foot traffic, vehicles, sharp corners, protections, and pinching).
- k. Flexible cords and cables passing through holes shall be protected by bushings or fittings.
- l. Temporary electrical distribution systems and devices shall be checked and found acceptable for polarity, ground continuity and ground resistance before initial use and before use after modification.
- m. Temporary power boxes and GFCI's shall be tested monthly and documentation of tests for each device shall be made available upon request.

### 10.13.1 Lock-Out Procedures

The procedures used for energy isolation, be it electrical, mechanical, hydraulic, pneumatic or other types need to be both uniform and coordinated. Therefore, the ROCIP has adopted the following procedures which must be communicated to Contractors, Subcontractors, and employees. Make sure they are aware of, understand, and follow these lock-out procedures and cooperate with other Contractors who require a lock-out that involves your work. Note that the ROCIP requires the use of lock-out energy isolation devices (that is, using padlocks) throughout this project. Tag-outs (simply tagging the switch, valve, etc.) will not be used unless prior approval is provided by the CCD ROCIP Safety Team.

#### 10.13.1.1 Individual Lock-out Procedures

This procedure is used in the event power is either interrupted or restored unexpectedly. If interrupting or restoring power unexpectedly will endanger an employee of any other Contractor, including your own Subcontractors, use the steps in the Complex Lock-out Procedures that follow. Only an authorized employee shall perform the following steps:

- a. Notify affected employees of the lock-out and the reason for it.
- b. Shutdown the affected equipment in a manner consistent with good operating practices.
- c. Verify that the equipment or system is inoperative by trying to operate it, etc.
- d. Shutdown the power at the switch, valve, etc., that will be locked. Be certain the correct device or devices to shut down and lock were located.
- e. Safely dissipate any stored energy in pressure lines, flywheels, capacitors, etc., consistent with good operating practices.
- f. Lock the switch, valve, etc., using a padlock with only one key. Make sure the company name is on the lock.
- g. Complete and place on the lock a standard lock-out warning tag indicating what power source was shutdown, the date of the shutdown, authorized employee's name, and the company's name.
- h. Verify that the equipment or system is inoperative by trying to start it. (Do not forget to turn all controls back to their off or neutral position).
- i. Complete and file on site a Lock-Out Documentation form
- j. When power is ready to be restored, replace all missing guards. Ensure that no one will be endangered by power restoration prior to removing the lock.
- k. After removing the lock, remove and properly destroy the warning tag. (Tags and their attachment devices are not to be reused unless designed for reuse).

#### 10.13.1.2 Complex Lock-out Procedures

This procedure must be used when one or more employees of another Contractor or Subcontractor may be exposed to danger in the event power is either interrupted or restored unexpectedly. Only an authorized employee shall perform all the following steps as the originator of a complex lock-out. Every affected Contractor (including affected Subcontractors) is to have an authorized employee to coordinate the lock-out for their company.

- a. Notify all affected employees of the lock-out and the reason for it.

- b. Shutdown the affected equipment in a manner consistent with good operating practices and have each affected Contractor and Subcontractor do likewise.
- c. Verify that the equipment or system is inoperative by trying to operate it and have each affected Contractor and Subcontractor do likewise.
- d. Shutdown the power at the switch, valve, etc., that will be locked. Be certain the correct device or devices to shut down and lock were located.
- e. Safely dissipate any stored energy in pressure lines, flywheels, capacitors, etc., consistent with good operating practices and, as necessary, have each affected Contractor and Subcontractor do likewise.
- f. Place a chain or lock-out device on the switch, valve, etc., that will be locked.
- g. Place a chain or lock-out device using a padlock with only one key. Make sure the company's name is on the lock.
- h. Once all the valves and switches are locked out, place all the keys for all the locks in the group lock-out box.
- i. The authorized employee then places a group lock-out device (Christmas tree) on the hasp and places their lock on the group lock-out device. Each employee must place their personal lock, with their name on the lock, on the group lock device.
- j. Complete and place on the lock a standard lock-out warning tag indicating what power source was shutdown, the date of the shutdown, authorized employee's name, and the company's name.
- k. Verify that the equipment or system is inoperative by trying to start it and have each affected Contractor and Subcontractor do likewise. (Do not forget to turn all controls back to their off or neutral position).
- l. Complete and file on site a Lock-Out documentation form.
- m. When power is ready to be restored, replace all missing guards. Each affected employee must remove their lock when their work is completed. The authorized employee then removes their lock and removes the keys from the lock box and begins to restore the equipment to working condition. As the originator of the lock-out, the authorized employee will always remove their lock last. This is only after it has been determined that no one will be endangered by power restoration.
- n. Restore power.
- o. After removing the lock, remove and properly destroy the warning tag. (Tags and their attachment devices are not to be reused unless designed for reuse).

#### 10.13.1.3 General Lock-out Information

- a. Padlocks, hasps, tags, and other lock-out devices must be durable enough to withstand the environment to which they will be exposed.
- b. Locked-out switches, valves, etc., must not be operated regardless of the circumstances.
- c. Only the employee, who placed the lock on the switch, valve, hasp, etc., can remove it. Anyone who removes or defeats another's lock- out is subject to removal from the project site.
- d. Locked-out switches, valves, etc. must be inspected at the beginning of each shift to ensure that the locks and tags are still in place.

### 10.13.2 Energized Electrical Work

Work on Energized Equipment is not permitted. If there is no other way for the work to be performed, an Arc Flash Hazard Analysis must be conducted by a qualified person and verified by a third-party electrical engineer.

### 10.14 Steel Erection

Steel erection requires compliance with the following:

- a. 100% fall protection provisions, such as lifeline attachments, dynamic fall restraints and other such devices shall be considered during shop drawing preparation and incorporated into fabricated pieces. The use of a Controlled Decking Zone (CDZ) is not permitted to be used as a primary fall protection method. CDZ can be used in combination with conventional fall protection methods (PFAS)
- b. Lifelines or other fall protection devices shall be attached prior to erection where possible.
- c. Employees of Contractors and Subcontractors, of any tier, must comply with the fall protection requirements covered earlier in this section.
- d. The running length of wire rope protection, when used for perimeter protection, shall not exceed two bay widths or 24 feet, and will be equipped with support stanchions every 8 feet to maintain the required deflection.
- e. A turnbuckle may be installed for maintenance of the perimeter protection to keep tight: a minimum of 3 Crosby clamps will be installed and torqued to specification. The use of lap joints is prohibited.
- f. When Christmas Treeing, only 3 pieces shall be allowed, and a multiple lift rigging assembly shall be used.
- g. The Contractor shall not erect steel unless it has received written notification that the concrete in the footings, piers and walls or the mortar in masonry piers and walls has attained, on the basis of an appropriate ASTM standard test method of field-cured samples, either 75 percent of the intended minimum compressive design strength or sufficient strength to support the loads imposed during steel erection.
- h. Pre-planning shall be conducted and documented for landing deck bundles and installing the perimeter protection for interior/exterior fall hazards.
  - i. All columns shall be anchored by a minimum of 4 anchor rods (anchor bolts).
  - j. All columns shall be evaluated by a competent person to determine whether guying or bracing is needed; if guying or bracing is needed, it shall be installed.
- k. Anchor rods (anchor bolts) shall not be repaired, replaced or field-modified without the approval of the project structural engineer of record. Prior to the erection of a column, the Contractor shall provide written notification to the steel erector if there has been any repair, replacement or modification of the anchor rods (anchor bolts) of that column.
- l. Conduct and document appropriate pre-task planning and a job hazard analysis for all steel erection. Keep this documentation on site for review by the CCD ROCIP Safety Team.

### 10.15 Welding and Cutting

Recommended and required (where indicated) safe practices:

- a. A welder shall wear:
  - i. Safety steel-toed boots, preferably high-top ones because low-cut boots and shoes put you at a higher risk of catching slag that is hot. (Required)

- ii. Helmets or any other head gear to protect from sharp and falling objects. (Required)
- iii. Goggles or helmets to protect your eyes from the transmission of radiant energy being emitted by the welding tool. (Required)
- iv. Hearing protection as necessitated by noise levels.
- v. Respirators to prevent inhalation of hazardous fumes, dust and gases as necessitated by exposures.

b. A welder shall remove flammable clothing and should wear protective gear to shield their entire body using the following examples:

- i. Aprons that are made from flame-resistant material.
- ii. Greater protection can be obtained from reflection under the face shield if clothing with the dark colors are worn. Clothing made of wool is also preferred over clothing made of cotton because wool can resist deterioration better than cotton. Pants should not have pockets on the front that may catch sparks.

#### 10.15.1 Electric Arc Welding

- a. Screens, shields, or other safeguards should be provided for the protection of men or materials, below or otherwise exposed to sparks, slab, falling objects, or the direct rays of the arc.
- b. The welder shall wear approved eye and head protection. Workers assisting the welder shall also wear protective glasses, head protection and protective clothing.
- c. Adequate exhaust ventilation shall be maintained at all welding and cutting work areas.
- d. Electric welding equipment, including cables, shall meet the requirements of the National Electric Code.
- e. All arc welding and cutting cables shall be of the completely insulated flexible type capable of handling the maximum current requirements of the work.
- f. Cables in need of repair shall not be used.
- g. Welding leads shall not be repaired with tape or by any other means.
- h. Leads shall be inspected before each use, leads in need of repair will be tagged "do not use" and taken off the project site at the end of the day's work shift.
- i. The frames of all arc welding and cutting machines shall be grounded either through a third wire in the cable connecting the circuit connector or through a separate wire which is grounded at the source of the current. All ground connections shall be inspected to ensure that they are mechanically strong and electrically adequate for the required current.
- j. Welding practices shall comply with all applicable regulations.

#### 10.15.2 Gas Welding or Cutting

- a. All hose used for carrying acetylene, oxygen or other fuel gas shall be inspected at the beginning of each working shift. Defective hose shall be removed from service.
- b. Oxygen cylinders and fittings shall be kept away from oil and grease. Oxygen shall not be directed at oily surfaces, greasy clothes or hands.
- c. Regulators, gauges, backflow check valves, and torches shall be kept in proper working order.
- d. Appropriate personal protective equipment, such as burning glasses, shields, and/or gloves shall be used. Adequate exhaust ventilation shall be maintained at all welding and cutting work areas.
- e. All oxygen/acetylene setups shall have a "flashback" arrestor check valve at the regulators, not at the torch head.

- f. Check valves shall be tested for proper function at least every six months and documentation of the test shall be readily available upon request.

## 10.16 Compressed Gas Cylinders

- a. When gas cylinders are stored, moved, or transported, the valve protection cap shall be in place. All cylinders must be thoroughly inspected for defects, damage, and deficiencies prior to acceptance to the worksite.
- b. All workers inspecting, handling, and using compressed gas cylinders must have completed training as required by OSHA.
- c. When cylinders are hoisted, they shall be secured in an approved cage or basket. The valve cap shall never be used for hoisting. All cylinders shall be stored, transported, and used in an upright position. If the cylinder is not equipped with a valve wheel, a key shall be kept on the valve stem while in use.
- d. Cylinders should be transported using hand trucks designed for that purpose.
- e. Gas cylinders shall be properly secured at all times to prevent tipping, falling or rolling. They can be secured with straps or chains connected to a wall bracket or other fixed surface, or by use of a cylinder stand.
- f. Oxygen cylinders (empty or full) in storage should be separated from fuel-gas cylinders and combustible materials by a minimum distance of 20 feet or by a barrier at least 5 feet high having a fire-resistance rating of at least one-half hour.
- g. Full and empty cylinders of all gases should be stored separately and identified by signs to prevent confusion.
- h. Close valves on empty cylinders and mark the cylinder "empty" or "M.T."
- i. At the end of each work day or if work is suspended for a substantial period of time, compressed gas cylinder valves shall be closed, regulators removed and properly stored.
- j. Cylinders containing oxygen, acetylene, or other fuel gas shall not be taken into confined spaces.
- k. Cylinders containing oxygen, acetylene, or other fuel gas shall be stored in designated areas outside the structure.
- l. No one shall use a cylinder's contents for purposes other than those intended by the supplier.
- m. Always use the proper regulator for the gas in the cylinder. Always check the regulator before attaching it to a cylinder. If the connections do not fit together readily, the wrong regulator is being used.
- n. Before attaching cylinders to a connection, be sure that the threads on the cylinder and the connection mate are of a type intended for the gas service.
- o. Do not permit oil or grease to come in contact with cylinders or their valves.
- p. Wipe the outlet with a clean, dry, lint-free cloth before attaching connections or regulators. The threads and mating surfaces of the regulator and hose connections should be cleaned before the regulator is attached.
- q. Attach the regulator securely before opening the valve wide. Always use a cylinder wrench or another tightly fitting wrench to tighten the regulator nut and hose connections.
- r. Open cylinder valves SLOWLY. Do not use a wrench to open or close a hand wheel type cylinder valve. If it cannot be operated by hand, the valve should be repaired.
- s. Stand to the side of the regulator when opening the cylinder valve.
- t. Do not attempt to repair cylinder valves or their relief devices while a cylinder contains gas pressure. Tag leaking cylinders or cylinders with stuck valves and move to a safe, secure outdoor location.

## 10.17 Hot Work Permits

Hot work operations include tasks such as welding, brazing, torch cutting, grinding, and torch soldering. These operations create heat, sparks and hot slag that have the potential to ignite flammable and combustible materials in the area surrounding hot work activities. In addition to the Contractor's Hot Work Permit, a permit must also be obtained from the Denver Fire Department and all provisions adhered to.

### General Guidelines

- a. Work should be performed using alternative methods other than hot work whenever possible.
- b. Hot work should be performed in designated hot work rooms whenever it is practical.
- c. A Hot Work Permit is valid for one day and one area and shall be posted in the area of hot work for the duration of the activity.

See Appendix N for Sample Hot Work Permit

- d. A copy of every permit shall be maintained onsite and readily available for review.
- e. Hot Work Permit must be completed daily for each work area and posted in the area where hot work is to be performed. All hot work permits will be closed out at the end of the day and kept for 30 days.
- f. Employees who perform hot work operations must always obtain a Hot Work Permit before beginning hot work.
- g. A Fire Watch is posted to monitor the safety of hot work operations and watch for fires.
- h. Fire Watches are posted if the situation requires one, during hot work, and for at least 30 minutes after hot work has been completed. Any employee who has successfully completed hot work safety training can serve as the Fire Watch.
- i. All flammable and combustible materials within a 35-foot radius of hot work must be removed. When flammable and combustible materials within a 35-foot radius of hot work cannot be removed they must be covered with flame retardant tarps and a fire watch must be posted.
- j. Floors and surfaces within a 35-foot radius of the hot work area must be swept free of combustible dust or debris.
- k. All openings or cracks in the walls, floors, or ducts that are potential travel passages for sparks, heat and flames must be covered.
- l. Two fire extinguishers (minimum 10 lbs. each) of the appropriate type must be readily available and accessible with at least one being within reach of the worker performing the welding, cutting or brazing activity.
- m. Entire building smoke detection and alarms systems may not be shut down. Instead smoke detectors in the area of hot work may be covered for the duration of hot work to prevent false alarms.
- n. Automatic sprinkler systems may not be shut down to perform hot work. Instead, individual sprinkler heads in the area of hot work may be covered with a wet rag to prevent accidental activation.
- o. Adjacent workers, the general public, and CCD facilities must be protected during hot work.
- p. The contractor is required to adhere to their respiratory program PPE requirements and SDS identified hazards for PPE selection.

## 10.18 Fire Prevention and Protection

- a. Open fires are prohibited.

- b. Subcontractors performing torch-applied roofing operations must submit NRCA (National Roofing Construction Manager Association)-recognized CERTA (Certified Roofing Torch Applicator) training documentation for each of their personnel involved in such operations prior to those personnel commencing work on the project.
- c. Locations for storage of all fuels, lubricants, starting fluids, etc., shall be reviewed by CCD ROCIP Safety prior to use by Contractor for storage and shall conform to the requirements of the NFPA as well as the local Fire Marshal. Plastic containers are not permitted per OSHA specification.
- d. Storage of fuels shall be away from ignition sources
- e. Only containers approved by Underwriters Laboratories, Factory Mutual or DOT, and clearly labeled to identify contents shall be used for transporting or storing flammable or combustible liquids. Metal safety cans with self-closing spouts and flash arresters are required for the storage, handling, and transporting of flammable and combustible liquids.
- f. Smoking is not permitted within building structures or work areas.
- g. Flammable or combustible liquids or gases shall not be stored inside any building unless approved by the Program in writing. When indoor storage is approved by the Program in writing, such storage shall comply at a minimum with OSHA 1926.152 and NFPA requirements. Storage is defined as maintaining quantities in excess of what can be used in the course of normal work during the intended shift.
- h. Vessels or tanks containing flammable or combustible liquids or gases shall be placed in a fuel storage area designated by the Contractor. This area will be located a minimum distance from buildings, construction equipment, parking lots, etc. to minimize the exposure to a fire involving the tank. The Contractor shall meet local, state, and federal safety requirements when placing vessels or tanks. Such locations will be equipped with substantial barricades or bollards to prevent vehicles and equipment from striking the vessels or tanks. This is also required of any fuel container that provides temporary heat for a structure.
- i. Flammable or combustible liquids or gases shall not be stored on roofs when not in use including after work shifts.
- j. Storage tanks shall be equipped with self-closing dispensing nozzles and shall be provided with atmospheric and emergency relief vents equipped with flame arresters.
- k. Tanks or drums from which flammable liquids are dispensed shall be electrically grounded and shall be equipped with bonding wire to complete the grounding with the vessel into which the liquid is dispensed.
- l. There shall be no smoking or open flame in flammable or combustible liquid or gas storage areas. Conspicuous and legible signs prohibiting smoking shall be posted by the Contractor.
- m. The Contractor will provide portable, dry chemical fire extinguishers (minimum 20-pound ABC) for the fuel storage areas.
- n. Portable fire extinguishers suitable for the potential hazard shall be provided by each Contractor for their equipment, office area, and work activities. A fire extinguisher must be in the immediate work area when any spark or open flame producing work is taking place. The Contractor shall be responsible for general area fire extinguisher placement and maintenance until the building is turned over to the Owner. In addition, the Contractor shall have on site personnel trained in the proper use of fire extinguishers.
- o. Any work involving or producing spark, open flame, arc or heat requires a hot work permit.
- p. The Contractor shall be responsible for ensuring the removal (protection when removal is not feasible) of all combustible or flammable materials in the area and shall provide appropriate fire extinguishers and fire watch as required by the work.

- q. In order to summon firefighting assistance, call 911. Immediately report all fires (even those that have been extinguished) to the CCD ROCIP Safety Team.
- r. Replace or recharge temporary firefighting and fire protection equipment immediately after use. Also report to the CCD ROCIP Safety Team (within eight hours) any discharge of firefighting equipment.

## 10.19 Powder Actuated Tools

Powder actuated tools are prohibited unless expressly allowed by contract or CCD grants a variance.

**NOTE:** Typically, variances will NOT be granted when security is an issue.

Contractors/Subcontractors, of any tier, shall ensure that employees using powder actuated tools be certified by the manufacturer's representative prior to use. Certification cards must be available for immediate inspection if requested.

Contractors/Subcontractors using powder actuated tools shall ensure that all cartridges, whether used, not used or misfired, have been picked up and removed from the work area. Powder actuated tools shall not be left unattended while loaded. If found unattended and loaded, the operator shall be subject to removal from the project. All cartridges must be accounted for whether used or unused.

The use of hardhat, safety glasses, full face shield and hearing protection shall be used while operating a powder actuated tool. Signs shall be posted in areas where powder actuated tools are in use.

## 10.20 Traffic Control

All work shall be planned well in advance to keep traffic obstructions, public inconvenience and lost work time to a minimum. Flaggers must be certified and are required:

- a. Where workers or equipment intermittently block a traffic lane;
- b. Where plans or permit allow the use of one lane for two directions of traffic (one person is required to direct vehicles for each direction of traffic); and
- c. Where the safety of the public and/or workers determines there is a need.

Traffic control plans in place for public roadways must be inspected and documented daily to ensure the protection is being maintained.

## 10.21 Personal Protective Equipment

All employees and visitors to the project site must use the protective equipment prescribed by local, state, federal, and project rules and regulations. It is the intent of ROCIP to control or minimize exposures that will or could lead to illness or injury.

All personnel on the construction site must adhere to the following PPE policies.

### 10.21.1 Eye Protection

- a. ANSI Z87.1 safety glasses with side shields shall always be worn while in the work area.
- b. Wearers of contact lenses must also wear appropriate eye and face protection devices in a hazardous environment. It should be recognized that dusty and/or chemical environments may represent an additional hazard to contact lens wearers. Hazardous environments may include but are not limited to those in which a respirator may be required or where welding is being performed.

- c. Where appropriate, contact lenses may be worn if approved by both the Contractor and the employee's physician. These approvals are to be documented and kept in the Contractor's file on site.
- d. If the task requires an employee to wear goggles, basic eye protection should not be worn since a good seal cannot be obtained.
- e. When Contractors' or Subcontractors' employees are exposed to flying particles, splashes, mists, etc., they must wear an approved face shield as well as basic eye protection (since a face shield provides only protection to the face and eyes from direct impact objects).
- f. When welding, a welding hood as well as both basic eye protection and a hard hat must be worn. This is to protect employees from hot slag when the hood is raised and from overhead work exposures.

#### 10.21.2 Head Protection

- a. All project work areas are considered "hard hat areas".
- b. Everyone, including delivery personnel, vendors and visitors must wear approved hard hats while on the project. Hard hats are not required in construction parking lots and office trailers.
- c. Employee's first, last name, Contractor/Subcontractor company names are to be displayed on the front of all employee hard hats that are issued to their employees.
- d. Employees must also have an official ROCIP project-specific sticker on their hardhat, indicating that they have successfully completed safety orientation and pre-project drug testing. This is confirmed and issued by the Contractor.

#### 10.21.3 Hearing Protection

- a. Contractors, Subcontractors, vendors, and visitors shall be required to wear hearing protection when working in or passing through high noise areas. It shall be the responsibility of the Contractor or Subcontractor to provide the hearing protection for their staff and document that training is provided. In addition, employees shall be issued or made readily available hearing protection such as but not limited to disposable ear plugs with an NRR 30.
- b. The Contractor's safety representative or designee will monitor work areas to recognize and post high noise areas.

#### 10.21.4 Foot Protection

- a. All workers must wear at least a 6" safety or steel-toe boot. Footwear must at a minimum conform to ASTM F2413-11.
- b. No one is permitted to wear sneakers (including ANSI approved sneakers), tennis shoes or athletic shoes of any type, sandals, high heels or flip flop thongs on this project.
- c. Any work tasks requiring special footwear requires a PPE hazard assessment to be completed. This may include the need for additional protections such as: metatarsal impact protection (Mt), conductive properties (Cd), electrical hazard (EH), static dissipative (SD), puncture resistance (PR), or to meet another ASTM standard.
- d. Metatarsal covers are required for operating jackhammers, earth compacting equipment (jumping jacks), and other similar activities when designated.

#### 10.21.5 Clothing

- a. Clothing suitable for the weather and your work shall be worn. Torn or loose clothing, cuffs, jewelry or neckwear that may be a hazard are not allowed. Shirts shall be worn and have sleeves measured at least four inches from the shoulder seam. Pants shall be worn- no shorts allowed.
- b. Clothing shall be maintained in a clean, neat and repaired fashion. Clothing and personal protective equipment shall not exhibit any form of inappropriate or profane drawing, photographs, or language (foreign or English) related to sex, race, national origin, gang related, or that reflects personal opinions.
- c. All employees working with electrical energy must be protected by clothing covered by NEC 70 E.
- d. Shoulder length or longer hair must be tied back and put under the hard hat or worn in a hair net.
- e. High visibility/reflective vests, shirts or jackets shall be worn by all personnel working in all construction areas. The high visibility/reflective PPE must meet the requirements of ANSI/ISEA 107-2015 publication entitled "American National Standard for High Visibility Safety Apparel and Headwear" or equivalent revisions and labeled as meeting the ANSI/ISEA 107-2015 standard performance for Class 2 or 3 risk exposure for the respective project sites.
  - Exception: Workers who are welding, cutting or brazing are exempt from wearing a high visibility vest while performing the task, however once completed and moving about the project, the high visibility vest shall be worn.

#### 10.21.6 Hand Protection

The Contractor is required to implement a 100% glove policy for the project. During the pre-project hazard analysis or JHA development, hand protection shall be selected based upon the hazard and performance characteristics of the glove. Gloves must be available and worn by Contractor employees performing a task:

- a. When materials with sharp edges are exposed or being handled such as but not limited to:
  - Sheet metal siding, roofing, etc.;
  - Metal materials, such as Unistrut and all thread rods;
  - Tie-wire;
  - Metal floor grating;
  - Wire rope;
  - Metal studs;
  - Metal ductwork;
  - Metal light fixtures;
  - All metal material which has the potential to inflict a cut/laceration;
  - Handling of glass;
  - Cutting operations involving handheld, non-power operated cutting tools,
  - Handling of wood materials such as, plywood sheeting on floors, scaffolds, unloading and loading of any wood type, movement and transfer of wood;
  - During the use of utility knives, razors or knives of any kind;
  - While pulling wire in and around electrical panels.
- b. When performing the following tasks:

- Concrete operations where hands are exposed to power and trowel operations;
- Cleaning chutes used for delivery of cement; concrete removal operations;
- During the use of impact tools Anti-Vibration Gloves shall be used such as, hammers to chip concrete, jackhammers, fence post drivers, compactors or jumping jacks;
- Working on or near materials affected by extreme temperatures such as items in excess of 60 degrees centigrade, items below 0 degrees centigrade;
- While working with hazardous materials such as caustics, corrosives, oxidizers, solvents, paints, adhesives, and petroleum products;
- Workers involved with the removal and handling of trash.
- Whenever an MSDS suggests or requires the use of hand protection to avoid skin contact.

Exceptions to the 100% glove policy are:

- a. In cases where gloves may present a greater hazard, the Contractor shall submit in writing justification for working without this protection.
- b. Anytime equipment or manufacturers manual states the use of gloves presents a greater hazard.
- c. Moving machinery where gloves can become entangled or caught between.

#### 10.21.7 Respiratory Protection

Respirators should be used for protection only when engineering controls have been shown to be infeasible for the control of the hazard or during the interim period when engineering controls are being installed.

### 10.22 Motor Vehicles & Equipment

#### 10.22.1 Personal Vehicles

- a. Must be parked in designated areas that are free of construction activities, at least 200' away from active work areas.
- b. Personal vehicles are prohibited from accessing the project. If parked on-site without authorization, they shall be removed at the vehicle owner's expense.
- c. Approved routes will be limited and appropriately marked.

#### 10.22.2 Jobsite Vehicles & Equipment

- a. All equipment shall be inspected daily before use by each operator. All moving construction equipment (such as but not limited to forklifts, scissor/boom lifts, loaders) shall have a daily written checklist inspection available during each work shift. Equipment that does not pass all checklist items will not be operated on site until repaired by qualified personnel.
- b. Defective equipment shall be repaired or removed from service immediately. If removed from service, a "red tag" shall be attached with an explanation of the defect and the date and name of the individual placing the equipment out of service.
- c. All Contractors' operators of construction equipment shall be properly licensed (where required), certified and classified as a competent person for that equipment. Copies of the certifications (and licenses if required) shall be maintained on project site by Contractor and made available upon request.

- d. Vehicles used to transport employees shall have seats firmly secured and adequate for the number of employees to be transported. All passengers shall be properly seated with seatbelt used. Standing/kneeling on the back of moving vehicles or equipment is prohibited.
- e. Drivers of motor vehicles and equipment shall have a valid state driver's license (CDL- Commercial Driver's License when applicable) and be instructed to exercise good judgment as well as observe posted speed limits.
- f. Drivers must operate appropriately for existing weather conditions. This may require speeds below the posted speed limit.
- g. All Contractors' means of ingress and egress shall be adequately marked and kept clear of stored material, debris and equipment.
- h. Pedestrians always have right-of-way over motorized traffic.
- i. Horns shall be sounded at blind corners, when passing, when backing up, and/or for warning.
- j. Established hand signals or turn signals are to be used.
- k. The use of cellular telephones, PDA's or other wireless devices (collectively referred to as "wireless devices") while operating motor vehicles and mobile equipment on projects site(s) is prohibited.
  - Communication devices in vehicles for constant use for access control and emergency response purposes are exempted from this policy.
- l. Reckless driving or other non-observance of these instructions will be cause for withdrawal of driving privileges on the project.
- m. Speed limits on the project site and haul roads acceptable to the CCD ROCIP Safety Team will be posted by the Contractor. Violations of the posted speed limit or traffic control devices may be cause for removal from the project site.
- n. All vehicles permitted access to the site shall display the name of their company on the side, front or rear of the vehicle at all times while on the project. The company name or identification shall be visible and legible from 50 feet. Vehicles without proper identification will be removed at the Contractor's expense.
- o. Seat belts shall be worn by all employees operating motor vehicles and any equipment with rollover protection structures during performance of work.
- p. Golf carts, Kawasaki Mule buggies, John Deere Gators, or vehicles of such type must have Roll over protection that has been designed by the manufacturer, an orange flag for visibility, a horn, back up alarm and a seat belt installed before the vehicle is allowed on site.
- q. Motorcycles and bicycles are not permitted on the project site.

## 10.23 General Rules

Good conduct is essential to the common good of all employees and the speedy progress of the job. Undesirable conduct including, but not limited to the following will not be tolerated and employees will be subject to removal from project:

- a. Unauthorized possession of any project property or material
- b. Possession of or use of intoxicants on premises, regardless of source
- c. Engaging in disorderly conduct
- d. Gambling, including sale of chances
- e. Fighting on project premises

- f. Failure to wear or use required safety equipment
- g. Failure to observe safety, sanitary or medical rules and practices
- h. Illegal possession or use of narcotics or non-prescribed tranquilizers or pep pills on premises, or attempting to bring them on job site
- i. Possession or use of firearms, weapons, or explosives is expressly prohibited on the project premises
- j. Willful defacing or damaging of equipment, tools, material or other property of the project or Contractors.
- k. Offensive language is prohibited.

Contractor and Subcontractor employees are required to report unsafe behaviors and conditions to their supervisor. When possible, employees shall correct hazards immediately. Employees should look out for their fellow worker and advise them to work safely, assisting them if necessary. Employee suggestions for improved safety performance are encouraged.

#### 10.24 Housekeeping

- a. Materials shall be piled and stacked so that safe clearances are maintained, and toppling is prevented.
- b. Spillage of fuel, oil or hazardous materials shall be reported to the CCD ROCIP Safety Team. Spills shall be cleaned up or contained immediately. The Contractor must have a Spill Cleanup Kit available on site. On-site disposal of oil or hazardous material is prohibited.
- c. Trash and garbage shall be placed by the Contractors into appropriate containers. Debris is to be cleaned up daily. This project will have a “clean-as-you-go” policy. The Contractor is responsible for monitoring this policy and pursuing any Subcontractor that is not in compliance.
- d. Nails protruding from lumber shall be removed or bent over immediately.
- e. Trash dumpsters may be located at the site. The disposal of trash into these dumpsters is the responsibility of each Contractor. Trash removal from upper floors/work levels will require the use of trash chutes or some other safe means of trash removal. No one is permitted to throw or drop trash/debris from upper floors/levels to the dumpster or ground below.
- f. Cords or hoses must be hung overhead, out of designated walkways, whenever possible. Cords or hoses on the ground must be bundled or covered to minimize trip hazards.
- g. Unobstructed passageways for the movement of fire trucks, ambulances or similar emergency vehicles shall be maintained. A minimum of 15 feet (or as stipulated by the governing fire official) of clear, unobstructed access shall be maintained leading to fire hydrants and Siamese connections.
- h. All loose and combustible material shall be removed from work areas at the end of the workday or as wind and weather conditions dictate.
- i. Gang boxes, Conex boxes and toolboxes shall not have materials stored on top of or under them.

#### 10.25 Protection of the Public and Property

The Contractor and Subcontractors shall take the necessary precautions to protect the general public (individuals not contractually related to the project) from injury and prevent damage to property and shall follow the contract requirements. The precautions to be taken at a minimum are as follows:

- a. Perform no work in any area occupied or in use by the public unless specifically permitted by the contract.
- b. Maintain work areas where public use may be necessary, especially involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways. Protect the public with

appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.

- c. Keep sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public clear of obstructions to permit safe ingress and egress of the public at all times.
- d. Appropriate warning signs and instructional safety signs shall be posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.
- e. Provide sidewalk sheds, canopies, catch platforms, and appropriate fences when it is necessary to maintain public pedestrian traffic adjacent to the erection, or structural alteration of outside walls on any structure.
- f. Provide temporary fences around the perimeter of above ground operations adjacent to public areas except where a sidewalk, shed, or fence is provided by the contract or as required (2) above. Perimeter fences shall be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence shall be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence or otherwise required by the City and County of Denver.
- g. Provide warning signs and lights, including electric lights during periods of severely restricted visibility, and continuously from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public as needed. They shall be placed at both ends of such protection or obstructions and not over twenty (20) feet apart alongside of such protection or obstruction.
- h. Provide temporary sidewalks when a permanent sidewalk is obstructed by the operations. They shall be in accordance with the requirements of the local ordinances. Guardrails shall be provided on both sides of temporary sidewalks.
- i. Provide guardrails on each side of vehicular and pedestrian bridges, ramps, runways, and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six (6) feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided. Guardrails shall be made of rigid materials capable of withstanding a force of at least two hundred (200) pounds applied in any direction at any point in their structure. Their height shall be approximately forty-two (42 + or - 3) inches. Top rails and posts may be two inches by four inches (2 x 4) dressed wood or equal materials. Posts shall not be more than eight (8) feet apart.
- j. Provide barricades where sidewalk sheds fences or guardrails as referenced above are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform the work. When a barricade is temporarily removed, a watchman shall be placed at all openings.
- k. Prohibit fuel-burning types of lanterns, torches, flares or other open flame devices.
- l. Maintain all equipment, devices and structures so as to not pose a hazard to the public, property or employees, and to perform their intended functions properly at all times.
- m. Each point of access to the project will be controlled.

## 10.26 Security

The Contractor shall be responsible for maintaining the security of their jobsite, vehicles, tools, stockpiled materials, waste, and hazardous materials at all times. CCD shall not be liable for any lost, stolen, or otherwise damaged vehicles, tools, stockpiled materials or any other Contractor- owned materials.

All vehicles will be subject to search upon entering and exiting the construction site and designated parking areas. Any unauthorized vehicle parked on the project site (other than in designated parking areas) may be physically removed at the expense of the vehicle owner. Loitering on the job site before or after assigned shift is prohibited.

## 10.27 Smoking

The primary purpose of this policy is the establishment of a completely smoke-free environment in the workplace in order to protect life, health and property. Employees and visitors are not permitted to smoke in any buildings on CCD property. Employees and visitors may smoke at designated smoking areas on site. At each construction jobsite, the Contractor will designate a smoking area. Smoking is not permitted in the immediate work area to include onsite vehicles and equipment. CCD reserves the right to designate specific smoking areas at its discretion.

The area will include but will not be limited to the following conditions:

- a. Smoking will be permitted only at designated smoking areas, at least 100 feet from work areas.
- b. Designated smoking areas must have a "Smoking" sign that indicates the designated smoking area. A cigarette butt container with sand must be available to extinguish smoking materials. Cigarette butts will not be permitted to be discarded on the ground, roadway, or work area.
- c. A charged, 20# ABC fire extinguisher must be available at the designated smoking area. The fire extinguisher must be within 25 feet traveling distance in any direction of the designated smoking area.
- d. Contractor and Subcontractor employees must be trained in the proper use of fire extinguishers.
- e. No smoking is permitted within 100 feet of flammable liquids, approved flammable liquid containers, and flammable materials.
- f. No smoking is permitted within 100 feet of storage and/or in use flammable compressed gas cylinders, or gas cylinders that support combustion.
- g. No smoking is permitted within 100 feet of combustible materials or gas pump areas.

## 10.28 Sanitation

### 10.28.1 Potable water

The Contractor must adequately supply potable water on the project site. Portable containers used to dispense drinking water shall be capable of being tightly closed and equipped with a tap. Water shall not be dipped from containers. Any container used to distribute drinking water shall be maintained in a sanitary condition, shall be clearly marked as to the nature of its contents, and not used for any other purpose. A common drinking cup is prohibited.

### 10.28.2 Toilets

Toilet facilities shall be maintained in a sanitary condition. Toilets shall be provided for employees according to the following table:

<b>Number of Employees</b>	
20 or less	1
20 or more	1 toilet seat and 1 urinal per 40 workers
200 or more	1 toilet seat and 1 urinal per 50 workers

#### 10.28.3 Washing Facilities

The Contractor shall provide adequate washing facilities for employees engaged in the application of paints, coating, herbicides, or insecticides, or in other operations where contaminants may be harmful to the employees. Such facilities shall be in near proximity to the worksite and shall be so equipped as to enable employees to remove such substances.

- a. Hand soap or similar cleansing agents shall be provided.
- b. Individual hand towels of cloth or paper, warm air blowers or clean sections of continuous cloth toweling, convenient to wash facilities, shall be provided.
- c. Washing facilities shall be maintained in a sanitary condition.

## APPENDIX A – MODEL SITE-SPECIFIC SAFETY PLAN

Every Contractor and Subcontractor, and their Subcontractors, must develop and implement a written site-specific safety plan (SSSP) and a copy must be maintained at each work site.

This model program has been prepared only as an aid for use by Contractors and Subcontractors. Contractors and Subcontractors are solely responsible for the content of their own SSSPs. This model program was written for a broad spectrum of employers and it should be modified as appropriate to provide the essential framework required for a SSSP on this Project. Proper use of this model program requires the Project Manager/Superintendent and the Contractor Safety Representative to carefully review the requirements for each of the SSSP elements found in this model.

If your company uses this model SSSP, complete the appropriate blank spaces and check those items that are applicable to your workplace. Sample forms for hazard assessment and correction, accident/exposure investigation, and worker training and instruction are provided with this model program. This model program must be maintained by the Contractor's/Subcontractor's Project Manager in order to be effective.

### 1. Responsibility/Identification of Key Line Personnel

Contractor:

Address:

Telephone:	Fax:	Email:
Company Executive responsible for project:	Office #	Cell #
Manager/Superintendent:	Office #	Cell #
Safety Representative/Manager:	Office #	Cell #
Field Supervisors or Forepersons:	Office #	Cell #

- Provide 24/7 phone numbers for key personnel.
- Provide roles and responsibilities of persons listed above.

All managers and supervisors are responsible for implementing and maintaining the SSSP in their work areas and for answering worker questions about the SSSP. A copy of this SSSP is available from each manager and supervisor.

### 2. Statement of Subcontractor's Safety and Health Policy (Include your company statement here)

### 3. Identification of Competent/Qualified Persons (List/Submit Certificate)

### 4. Scope of Work Evaluation (List Major Activities)

**5. Hazard/Risk/Exposure Assessment** Major hazards or risks and exposures associated with the scope of work evaluation must be listed here. Each major activity must be evaluated, and a Job Hazard Analysis developed before the start of work.

**6. Control Measures/Hazard Analysis/Pre-Task Planning** (Provide an Appendix to include Hazard Control Measures and Job Hazard Analysis for Risks Listed in #5)

**7. Subcontractor Daily Safety Inspections** Daily inspections to identify and evaluate on-going workplace hazards must be performed by the following competent persons or observers in the following areas of our workplace:

Competent Person/Observer	Area of Expertise/Responsibility
---------------------------	----------------------------------

Periodic inspections are performed according to the following schedule:

- When the SSSP is first implemented;
- Daily;
- When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
- When new, previously unidentified hazards are recognized;
- When occupational injuries and illnesses occur;
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
- Whenever workplace conditions warrant an additional inspection.

**8. Contractor Risk Mitigation Two-Week Look-Ahead Planning Submission** The form in the appendices can be used to plan risk mitigation strategies at weekly progress meetings.

**9. Compliance Requirements Policy** Management is responsible for ensuring all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly. All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment. Our system of ensuring that all workers comply with the rules and maintain a safe work environment includes:

- Informing workers of the provisions of our SSSP and the ROCIP Safety Manual.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices; and
- The following practices:

**10. Written Disciplinary Program** (Explain or attach written program)

**11. Hazard Identification and Correction Process** Unsafe or unhealthful work conditions; practices or procedures must be corrected in a timely manner based on the severity of the hazards. Hazards must be corrected according to the following procedures:

- When observed or discovered;
- When an imminent hazard cannot be immediately abated without endangering employees or property, all exposed workers will be removed from the area except those necessary to correct the existing condition. Workers needed to correct the hazardous condition must be provided with the necessary protection. All corrective actions taken must be documented, with completion date, on the appropriate forms.

**12. Training and Instruction Policy** All workers, including managers and supervisors, must have training and instruction on general and job-specific safety and health practices. Training and instruction must be provided as follows:

- When the SSSP is first established;
- To all new workers;

- To all workers given new job assignments for which training has not previously provided;
- Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
- Whenever the employer is made aware of a new or previously unrecognized hazard;
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
- To all workers with respect to hazards specific to each employee's job assignment.
- When employee actions indicate that retraining is necessary.

Workplace safety and health practices for all locations include, but are not limited to, the following:

- Explanation of the employer's SSSP, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
- Use of required personal protective equipment.
- Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- Availability of toilet, handwashing, and drinking water facilities.
- Provisions for medical services and first aid including emergency procedures.

In addition, employees will receive specific instructions regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

**13. Employee Site Safety Orientation Program** All new employees will receive a site safety orientation prior to work on the project. The site safety orientation will include the following elements:

- Employee jobsite safety and health requirements and policies
- Review of site-specific safety plan to include emergency procedures/phone numbers and Crisis Management Plan
- Employer and employee rights and responsibilities
- Hazard communication
- Fall Protection
- PPE and work attire
- Personal conduct and disciplinary actions
- Authorized access and parking
- Good housekeeping practices
- Job Hazard Analysis (JHA)
- Pre-Task Planning
- Return to work programs, incident reporting procedures (to include near misses), workers compensation requirements, and designated provider information.
- Drug free workplace and substance abuse testing.
- Other job specific hazards.

**14. Employee Communication System and Policy** The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following checked items:

- New worker orientation including a discussion of safety and health policies and procedures.

- Review of our SSSP and ROCIP Safety Manual.
- Workplace safety and health training programs.
- Regular weekly and daily safety meetings.
- Effective communication of safety and health concerns between workers and supervisors, including translation where appropriate.
- Posted or distributed safety information.
- A system for workers to anonymously inform management about workplace hazards.
- Lessons learned.
- Other: \_\_\_\_\_

**15. Recordkeeping Policy** We have taken the following steps to document the implementation of the SSSP:

- Records of hazard assessment inspections, including the persons conducting the inspection, the unsafe conditions and work practices that have been identified and, the action taken to correct the identified unsafe conditions and work practices are recorded on a hazard assessment and correction form
- Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, types of training, and training providers are recorded on a worker training and instruction form.
- Other records are retained as required by contract specifications or by local, state or federal (OSHA regulations). Where regulations do not specify the length of records retention, a period of three years after project completion will be used.

**16. Accident Investigation Policy** Procedures for investigating workplace accidents include:

- Responding to the accident scene as soon as possible;
- Reporting immediately to the appropriate point-of-contact and ROCIP
- Interviewing injured workers and witnesses;
- Post-accident substance abuse testing.
- Examining the workplace for factors associated with the accident;
- Determining the cause of the accident;
- Taking corrective action to prevent the accident from reoccurring;
- Recording the findings and corrective actions taken; and
- Communicating lessons learned.

**17. Crisis Communication Plan/Emergency Action Plan** (Define assembly areas, head count procedure etc.)

**18. Site Specific Medical Emergency Plan** (Define/ provide emergency contact numbers, competent first-aider, provider locations, etc.)

**19. Hazard Communication Program** (Attach written program, safety data sheets, and hazardous materials list)

**20. Written Trenching and Shoring Plan** (Attach if applicable)

**21. Written 100% Fall Protection Plan** (Attach if applicable)

**22. Written Substance Abuse Program**

**23. Written Respiratory Protection Program** (Attach if applicable)

**24. Written Heat Illness Prevention Plan** (Attach if applicable)

**25. Written Hot Work Permit Procedure** (Attach if applicable)

**26. Written Silica Exposure Control Program** (Attach if applicable)

**27. Written Confined Space Entry Procedure** (Attach if applicable)

**28. Written Lockout/Tagout Procedures** (Attach if applicable)

**29. List of Attachments**

- Daily Safety Inspection Record
- Accident Inspection Report Form
- Training Record
- Contractors Weekly Safety Planning Submission
- Other: \_\_\_\_\_

## APPENDIX B – JOB HAZARD ANALYSIS

### Job Hazard Analysis (JHA)

<b>JHA #:</b>		<b>Overall Risk Assessment Code (RAC) (Use highest code)</b>							
<b>Activity/Work Task:</b>		<b>Risk Assessment Code (RAC) Matrix</b>							
		<b>Severity</b>	<b>Probability</b>						
<b>Date Prepared:</b>	<b>Frequent (F)</b>		<b>Likely (L)</b>	<b>Occasional (O)</b>	<b>Seldom (S)</b>	<b>Unlikely (U)</b>			
<b>Prepared by:</b>	<b>Catastrophic (C)</b>	<b>E</b>	<b>E</b>	<b>H</b>	<b>H</b>	<b>M</b>			
	<b>Critical (Cr)</b>	<b>E</b>	<b>H</b>	<b>H</b>	<b>M</b>	<b>L</b>			
<b>Reviewed by:</b>	<b>Marginal (M)</b>	<b>H</b>	<b>M</b>	<b>M</b>	<b>L</b>	<b>L</b>			
	<b>Negligible (N)</b>	<b>M</b>	<b>L</b>	<b>L</b>	<b>L</b>	<b>L</b>			
<b>Notes: (Field Notes, Review Comments, etc.):</b>		<p><b>Step 1:</b> Review each "Hazard" with identified safety "Controls" and determine RAC (See above).  <b>The RAC is developed after correctly identifying all the hazards and fully implementing all controls.</b></p>							
<b>References:</b>		<b>P "Probability"</b> is the likelihood to cause an incident, near miss, or accident and identified as: Frequent (F), Likely (L), Occasional (O), Seldom (S) or Unlikely (U).			<b>RAC Chart</b>				
		<b>S "Severity"</b> is the outcome/degree if an incident, near miss, or accident did occur and identified as: Catastrophic (C), Critical (Cr), Marginal (M), or Negligible (N)			<b>E = Extremely High Risk</b> <b>H = High Risk</b> <b>M = Moderate Risk</b> <b>L = Low Risk</b>				
<b>Job Steps</b>		<b>Hazards</b>		<b>Controls</b>			<b>P</b>	<b>S</b>	<b>RAC</b>
<b>Equipment to be Used</b>		<b>Training Requirements/Competent or Qualified Personnel</b>		<b>Inspection Requirements</b>					

## APPENDIX C – DAILY PRE-TASK PLANNING

## Daily Pre-Task Planning

Supervisor/Foreman: \_\_\_\_\_ Date: \_\_\_\_\_

Job Activity: \_\_\_\_\_

**Signature – Supervisor/Forman**

Signature – Project Manager/Safety Manager

## LIST TASKS

1. \_\_\_\_\_ 6. \_\_\_\_\_  
2. \_\_\_\_\_ 7. \_\_\_\_\_  
3. \_\_\_\_\_ 8. \_\_\_\_\_  
4. \_\_\_\_\_ 9. \_\_\_\_\_  
5. \_\_\_\_\_ 10. \_\_\_\_\_

## REQUIRED TOOLS

Air Compressor	Electrical Drill	Port Bandsaw
Electrical Grinder	Roto Hammer	Chipping Gun
Generator	Sawzall	Welding Machine
Chop Saw	Hydraulic Jacks	Skill Saw
Cutting Torch	Impact Wrench	Other Tool:
Ladder	Electric Cords	Other Tool:
Powder Actuated	Welding Leathers	Other Tool:

## REQUIRED EQUIPMENT

Crane	Dump Truck	Aerial Lift:
Motor Grader	Scraper	Suspended Personnel
Compactor	Roller	Platforms/Manbaskets:
Excavator	Doter	Other:

## **IDENTIFY POTENTIAL HAZARDS**

Particles in Eye	Chemical Burn	Thermal Burn
Overexertion	Elevated Load	Live Utilities (above /below grade)
Abrasion/Cuts	Struck By	Dropping Material &
Falls Over 6'	Overhead Work	Tools to Lower Level
Strains/Sprains	Trip/Slip/Fall	Moving Machinery
Fire	Cave-in	Moving Aircraft
Loud Noises	Heat/Cold Exp.	Other:
Pinch Points	Electrical Shock	Other:
Other:	Other:	

## IDENTIFY HAZARD ELIMINATION

Fall Protection	Toeboards/Netting	Be in the Proper Position
Keep Area Cleaned	Sloping/Shoring	/Situational Awareness
Guardrails	Proper Rigging	Tools/Materials Secured
Fire Watch/Exting	Taglines	Coordination with Other
Make Eye Contact	Get Help	Trades

Additional Hazard Controls: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### REQUIRED PERSONAL PROTECTIVE EQUIPMENT

Hardhat	✓	Hearing Protection	Safety Goggles
Safety Glasses	✓	Face Shield	Welding Leathers
Reflective Vest	✓	Metatarsal Guards	Welding Hood
Safety Boots	✓	Rubber Boots	Other PPE:
Work Gloves		Rubber Gloves	Other PPE:

**Permits and Plans Issued? (Check all that Apply)**

Fall Protection Plan      Crane: Critical Lift Plan      Confined Space Permit  
Energized Electrical Work Permit      Hot Work Permit      Excavation Plan  
Other:      Other:      Other:

List each employee covered by this Pre-Task Planning Sheet: (Print name and have each employee initial to acknowledge understanding of job specific hazards/mitigations identified by this Pre-Task Planning Sheet)

## Near Miss Report

Time of Occurrence: \_\_\_\_\_  
Describe Near Miss: \_\_\_\_\_  
\_\_\_\_\_

Actions Taken to Correct/Prevent Similar Incidents: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX D – CONTRACTOR TWO-WEEK LOOK AHEAD

Contractor's Two Week Look Ahead- Hazard Mitigation				
Enter all information in yellow below. Cells will auto-format.				
Project Name:		Date Submitted:		
Project Number (#'s only, no symbols):				
Prepared by:		Phone:		
DUE EVERY THURSDAY by Close of Business for the following 2 weeks Email to: <a href="mailto:NWCROCIPSafety@denvergov.org">NWCROCIPSafety@denvergov.org</a> in original Excel format. PDFs and scanned copies will not be accepted. Provide requested information in ALL spaces highlighted green. If you select yes, please provide dates and any additional information below				
2 WEEK HAZARDOUS TASK LOOK AHEAD				
Are you conducting any of these hazardous tasks in the next 2 weeks?	Yes/No	Start Date	End Date	Additional Actions
Crane Lift (new work sequence, critical, or near public)				CCD Safety Review Plans/attend planning meeting
Crane Lift (repetitive work, pick plans already reviewed)				
Crane- bringing to site				submit crane specifications to <a href="mailto:NWCROCIPSafety@denvergov.org">NWCROCIPSafety@denvergov.org</a>
New Trenching/Excavation <4'				CCD Safety may Review Plans/attend planning meeting
New Trenching/Excavation 4'-20'				CCD Safety may Review Plans/attend planning meeting
New Trenching/Excavation >20'				CCD Safety may Review Plans/attend planning meeting
Trenching/Excavation- ongoing				
Hot Work (new task, not ongoing)				
Confined Space- NEW				
Confined Space- ongoing				
Multi-Employer Lock-Out				GC coordination meeting with stakeholders
Work Near Public Occupied Spaces that poses significant risk				
Elevated Work requiring fall protection/guardrails (new task or erection)				
Haul Route Changes or non-routine Public Road MHT changes				send new maps to CCD safety at <a href="mailto:NWCROCIPSafety@denvergov.org">NWCROCIPSafety@denvergov.org</a>
Evening/Night Work				
OTHER:				
Hauling		Days of Week:		
ADDITIONAL LOOK AHEAD				
Additional Job Hazard Analysis Required for New Upcoming Work Above		Task/Work Description:		
		Task/Work Description:		
Planned Task or Hazard Specific Safety Training	Date/Time:		Task/Type:	
	Date/Time:		Task/Type:	
Pre-planning Meetings	Date/Time:		Task/Type:	
	Date/Time:		Task/Type:	
	Date/Time:		Task/Type:	
SUBCONTRACTOR AND EMPLOYEE CHANGES/INFORMATION				
	Name			
Subs Mobilized:		Date:		Pre-Mob Meeting Date:
		Date:		Pre-Mob Meeting Date:
		Date:		Pre-Mob Meeting Date:
Subs Demobilized:		Date:		
		Date:		
		Date:		
Competent Person (NEW)		Task/Type:		
		Task/Type:		
		Task/Type:		
GC SAFETY PROFESSIONAL INFORMATION (always provide, update as needed)				
Day Shift	Cell Phone:		Email:	
	Cell Phone:		Email:	
Night Shift (if applicable)	Cell Phone:		Email:	
	Cell Phone:		Email:	
PROJECT CONTACT INFORMATION (always provide, update as needed)				
CCD Project Manager	Cell Phone:		Email:	
GC Project Manager	Cell Phone:		Email:	
GC Lead Superintendent	Cell Phone:		Email:	
ADDITIONAL INFORMATION				
(i.e. additional safety reps, subcontractor pertinent information, other high hazards you would like to review, etc.)				

## APPENDIX E – SUBCONTRACTOR PREMOBILIZATION SAFETY MEETING

### Subcontractor Premobilization Safety Meeting

Date: \_\_\_\_\_ Project/Location: \_\_\_\_\_

Contractor Representatives: \_\_\_\_\_

Subcontractor Representatives: \_\_\_\_\_

The following project site safety, health and security requirements, procedures, and hazards have been identified and reviewed with the Subcontractor.

	SSSP/Emergency Planning/Crisis Com	Demolition
	Competent/Qualified Person	Personal Protective Equipment
	Hazardous Materials/Waste	Cranes/Hoists/Annual Inspection Certificate
	Vehicle/Heavy Equipment	Overhead Power Lines
	Lockout/Tagout	Confined Spaces (Permit/Non-Permit)
	Electrical	Excavations/Trenching
	Fire Protection	Site Security/Visitor Control/Public Exposure
	Hot Work/Welding/Cutting	Risk Mitigation Two Week Look Ahead, Daily Pre-Task Planning Sheet, Job Hazard Analysis
	Fall Protection/Guardrails/Scaffolding/Ladders	Permits (Excavation/Scaffolding/Demolition/Traffic/Confined Space/etc.)

#### Additional Project Concerns:

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#### Other Attendees:

Name	Title	Company

# APPENDIX F – CRITICAL LIFT PLAN (CRANES)

## Critical Lift Plan

Crane Make/Model/Serial #: \_\_\_\_\_

Anticipated Lift Date: \_\_\_\_\_

Lift Location: \_\_\_\_\_

Load Description: \_\_\_\_\_

Required Attachments:  Copy of load chart for applicable crane configuration  Diagram of crane lift & load placement

Rigging certifications  Diagram of rigging configuration with load calculation  Copy of crane's annual inspection

### A. Load

1. Wt. of load \_\_\_\_\_ lbs.
2. Wt. of auxiliary block \_\_\_\_\_ lbs.
3. Wt. of main block \_\_\_\_\_ lbs.
4. Wt. of lifting beam \_\_\_\_\_ lbs.
5. Wt. of slings/shackles/other rigging \_\_\_\_\_ lbs.
6. Wt. of jib (erected/stowed/stored) \_\_\_\_\_ lbs.
7. Wt. of hoist rope (#parts X L X unit wt.)  
\_\_\_\_\_ lbs.
8. Wt. of excess load material \_\_\_\_\_ lbs.
9. Other \_\_\_\_\_ lbs.

### GROSS WEIGHT

Source of load wt. information (drawings, calcs, etc.) \_\_\_\_\_

Load wt. confirmed by: \_\_\_\_\_

### B. Crane

1. Type of crane \_\_\_\_\_
2. Counterweight \_\_\_\_\_ lbs.
3. Boom length \_\_\_\_\_ ft./boom configuration \_\_\_\_\_
4. Radius at pick up \_\_\_\_\_ ft./set down \_\_\_\_\_ ft.
5. Max rated capacity of crane at this boom length, radius and boom angle for this lift \_\_\_\_\_ lbs.
6. Max. load on crane for this lift is \_\_\_\_\_ lbs.
7. Lift is \_\_\_\_\_ % of the crane's rated capacity

### C. Jib/Fly

1. Erected \_\_\_\_\_ Stowed \_\_\_\_\_ Stored \_\_\_\_\_
2. If jib/fly to be used: length \_\_\_\_\_ angle \_\_\_\_\_
3. Rated capacity of jib/fly from chart \_\_\_\_\_ lbs.

### D. Hoist Rope

1. Rope diameter \_\_\_\_\_ Number of parts \_\_\_\_\_
2. Lift capacity based on parts

### E. Rigging

1. Sling configuration (choker, basket, straight)
2. Sling material \_\_\_\_\_
3. No. of slings \_\_\_\_\_ size \_\_\_\_\_ length \_\_\_\_\_
4. Sling assembly rated capacity \_\_\_\_\_ lbs.
5. Shackle size \_\_\_\_\_ No. of shackles \_\_\_\_\_
6. Shackle rated capacity \_\_\_\_\_ lbs.
7. Shackle secured to load by \_\_\_\_\_
8. Spreader beam capacity \_\_\_\_\_ lbs.

### F. Crane Placement

1. Any deviation from smooth, solid foundation?
2. Distance to nearest overhead power line? \_\_\_\_\_
3. Buildings, equipment, plant, or services to lift or swing over? \_\_\_\_\_
4. Crane travel during lift? \_\_\_\_\_
5. Swing direction? \_\_\_\_\_
6. Will crane be set up away from excavations?  
\_\_\_\_\_ (horizontal clearance shall be greater than hole depth)

### G. Considerations

1. Multiple crane lifts require a separate plan for each crane.
2. Any changes in crane configuration, placement, rigging, lifting scheme, or calculations require that a new lift plan be developed.
3. Number of taglines required to stabilize load \_\_\_\_\_.
4. If other personnel or equipment, other than lift team and their equipment, are near lift. Barricade and evacuate the lift area.
5. Check crane's operator manual for maximum wind speed a lift may be executed \_\_\_\_ mph.
6. Surface area of load should be considered for impact due to wind.
7. Method of communication between signal person and operator  Radio  Hand Signals

**Crane Operator:** I have been briefed of the contents of this lift plan and accept the duty of ensuring the lift is carried out to the agreed procedure, to the limits of my responsibilities.

\_\_\_\_\_  
Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Lifting Supervisor:** I have been briefed of the contents of this lift plan and accept the duty of ensuring the lift is carried out to the agreed procedure.

\_\_\_\_\_  
Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX G – SAMPLE SHARED SPACE AGREEMENT (CRANE)

### **Shared Airspace Agreement**

(Date)

#### **GENERAL TERMS, DEFINITIONS AND BACKGROUND INFORMATION**

1. This **Shared Airspace Agreement** is between (Named Contractor) and (Named Contractor).
2. (Contractor) is operating a (crane model, type) crane at (Specific Location and Project Name) near the intersection of (street, intersection, city and state).
3. (Contractor) is operating a (crane model, type) crane at (Specific Location and Project Name) located near the intersection of (street, intersection, city and state).
4. The (Contractor's) (crane model, type) crane and the (Contractor's) (crane model, type) share a common or overlapping airspace with the potential for the two crane booms and/or associated rigging to collide.
5. The (Contractor) tower crane is positioned on an engineered foundation. The radius, swing or operational area of the tower crane cannot be adjusted or changed. The (Contractor's) crawler crane is mobile. The location of the (Contractor's) crawler crane can be altered, thereby changing the radius, swing or operation area of the crawler crane. Relocation of the (Contractor's) crawler crane may change or alter the size or location of the overlapping airspace of the two cranes.
6. Under normal operating conditions, assuming no shared, common or overlapping airspace, the (Contractor's) tower crane would weathervane (swing freely) during non-operating hours. The risk associated with the ability of the (Contractor's) tower crane to weathervane when not in operation is unacceptable whenever (Contractor) plans to work and (Contractor) is not operating or manning their tower crane.
7. Both the (Contractor) (crane model, type) crane and the (Contractor) (crane model, type) crane have established safe operating air speed limits for operation. The maximum air speed for safe operation of the (Contractor's) (crane model, type) crane is **(XX) miles per hour**. The maximum air speed for safe operation of the (Contractor's) (crane model, type) crane is **(XX) miles per hour**.
8. The (Contractor's) tower crane can be guyed off or tied down safely without placing any additional loads on the tower crane foundation at all air speeds below **(XX) miles per hour**. Guying off the tower crane when not in operation and ensuring that the boom is anchored outside the common or shared airspace would allow (Contractor) to operate their crane without (Contractor) manning their tower crane.
9. All cranes in the State of (Name) are regulated by OSHA. Both (Contractor) and (Contractor) will operate their respective cranes within OSHA regulations at all times.
10. The (Contractor) crawler crane was in operation before the installation of the (Contractor) tower crane. (Contractor) requested and received prior approval from OSHA before installing the tower crane. The OSHA prior approval was conditioned upon both crane operators having instant, continuous, dedicated mobile communication at all times. OSHA was aware of the existence of the (Contractor) (crane model, type) crane and the shared airspace problem before giving approval to (Contractor) to install the (crane model, type).
11. After installation of the (Contractor) tower crane OSHA requested that both (Contractor) and (Contractor) sign a written agreement to ensure that both cranes would operate in the shared or common airspace safely. This original agreement was the (Contractor) letter to OSHA signed by both (Contractor) and (Contractor) and dated (Day-Month-Year).

## **SPECIFIC TERMS TO INCLUDE OPERATING PROCEDURES**

1. (Contractor) and (Contractor) both agree that the (Contractor) letter to (Name) of OSHA dated (Day-Month-Year) is hereby null and void. This original agreement did not include a procedure for dealing with the excessive amount of overtime crane operations by (Contractor). The original agreement did not discuss the conditions under which the tower crane would weathervane. The operating procedures defined in the (Contractor) letter to OSHA dated (Day-Month-Year) are hereby replaced by the operating procedures in this Shared Airspace Agreement. This Shared Airspace Agreement has been reviewed and approved by OSHA.
2. When both cranes are in operation at the same time both crane operators will have instant, continuous, dedicated mobile communication. Before either crane approaches the shared or common airspace the other crane operator must provide clearance. If any doubt or confusion exists, the crane operator will not enter or even approach the shared airspace. (Contractor) and (Contractor) agree to allow both operators to communicate, share information and work together to ensure safe crane operations for both companies.
3. (Contractor) and/or (Contractor) will not, under any circumstances, operate their crane when the air speed exceeds the safe operating air speed for that crane. (Reference Line Item # 7)
4. (Contractor) will place the boom of their tower crane outside the shared or common airspace at the end of every work shift. (Contractor) will guy off or secure the boom in this safe location allowing (Contractor) to operate within the shared airspace without (Contractor) manning their tower crane. (Contractor) must release the guying cables and allow the tower crane to weathervane (swing freely) when air speeds exceed (XX) miles per hour.
5. (Contractor) will place the boom of their crane well beyond or outside the shared airspace at the end of every work shift. Although the Sumitomo SC 1500 crawler crane does not weathervane, (Contractor) is responsible for ensuring that their crane boom remains outside the shared airspace whenever their crane is not manned or in operation.
6. (Contractor) will install and monitor an air speed indicator on their tower crane. (Contractor) will confirm the weather report before leaving the jobsite after each work shift. (Contractor) will provide air speed and/or weather forecast information to (Contractor) upon request. The intent is to communicate weather information that may predict air speeds and/or weather conditions that are unsafe for continued crane operations. (Contractor) cannot operate their crane under extreme weather conditions. (Contractor) cannot guy off or secure their tower crane under extreme weather conditions.
7. Before the end of every (Contractor) work shift the (Contractor) superintendent will review the current air speed and weather forecasts. If these weather reports and/or air speed monitor(s) indicate or forecast that weather conditions may deteriorate and cause air speeds in excess of (XX) miles per hour (the maximum safe operating air speed for the {Contractor} mobile crane) Contractors will discuss their intention to continue crane operations under these severe weather conditions.
8. (Contractor) or (Contractor) may decide to start operating their crane when the other company is not manning their crane. This may happen during overtime conditions to include weekday nights, weekends or holidays. If either (Contractor) or (Contractor) commences crane operations when the other crane is not manned, they must confirm that the other crane is safely outside the shared or common airspace. DO NOT ASSUME THAT THE OTHER CRANE IS GUYED OFF, SECURED OR OUTSIDE THE SHARED AIRSPACE AREA BEFORE STARTING CRANE OPERATIONS. A simple visual inspection will confirm that the (Contractor) tower crane is safely guyed off and secured. The guying cables are clearly visible and (Contractor) can easily confirm that the guyed off and secured tower crane will remain outside the shared or common airspace. Confirmation that the (Contractor) tower crane is safely guyed off before commencing an overtime (Contractor) shift is important given that the (Contractor) tower crane has the potential to weathervane into the shared or common airspace. Confirmation that the (Contractor) tower crane is safely guyed off and secured is critical after a major storm has passed through the area. A major storm may have forced

(Contractor) to release the guyed cables and allow the tower crane to weathervane. (Contractor) will also ensure that the (Contractor) crane is safely outside the shared airspace area before commencing crane operations.

9. Under normal weather conditions (Contractor) agrees to take all actions necessary to ensure that their tower crane is safely guyed off and secured; and out of the shared or common airspace when their tower crane is not manned. (Contractor) must release the guying cables and allow the tower crane to weathervane when air speeds approach (XX) miles per hour.
10. Both (Contractor) and (Contractor) agree to provide the other party to this Shared Airspace Agreement with advance written notification of any change to crane configuration, size, location or operation that may possibly impact the size or location of the shared airspace zone.
11. Both parties to this Shared Airspace Agreement reserve the right to contact OSHA if the other party violates the letter or intent of this Shared Airspace Agreement. OSHA has the authority to shut down one or both cranes. Both parties agree to work together to ensure a safe operating environment for both cranes. A copy of this fully executed Shared Airspace Agreement will be provided to OSHA.
12. This Shared Airspace Agreement will remain in effect until either (Contractor) or (Contractor) permanently remove their crane(s) from their jobsite thereby eliminating any shared airspace problem.
13. This Shared Airspace Agreement can only be modified in writing. Any changes must be agreed to, signed by both parties to this agreement.

**ACCEPTED AND AGREED:**

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(Contractor) Joint Venture

Date

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(Contractor)

Date

## APPENDIX H – SUSPENDED PERSONNEL PLATFORM CHECKLIST

Date:	Competent Person:	
Crane Make:	Model:	Serial Number:
Equipment Number:	Hours:	Crane Capacity:
Crane Type:	Hydraulic	Conventional
<b>(1.) CRANE REQUIREMENTS</b>		
Contractors and/or users must ensure that all items in this checklist are satisfied, including compliance with all safety requirements prior to making a lift. All precautions and instructions on the decals attached to the crane and the platform must be strictly adhered to.		
Circle Items "Yes" to verify compliance:		
No Yes	Use of a man basket is the safest and most practical way to accomplish the task.	
No Yes	All crane inspections are current per ANSI B30.5 requirements.	
No Yes	All hooks have a current inspection per ANSI B30.10 and have positive locking type hook latches.	
No Yes	The correct load chart is with the crane and the operator is thoroughly familiar with all special notes and manufacturer recommendations given on the chart.	
No Yes	All operational aids and safety devices in the crane are functioning and the operator is fully versed in their operation.	
No Yes	The load lines have a 7:1 safety factor (10:1 when using non-spin rope). NOTE: This is achieved by a 50 percent de-rating of the crane load chart.	
No Yes	The crane is on firm footing and the crane outriggers are all the way out, down, and locked as applicable.	
No Yes	The crane is level within 1 percent, (1 foot in 100 feet) and is on firm surface. NOTE: Stability of the footing will be verified during the full cycle of the operation test.	
No Yes	Means have been provided to enable the operator to ensure that the crane is level.	
No Yes	A firm, level surface has been prepared and designated as a "runway" or path of travel for the weight and configuration of the crane begin used.	
No Yes	The crane counterweights are per manufacturer specification.	
No Yes	All load lines are properly revved and laying properly on the drums.	
No Yes	All drum hoists have full control load lowering. NOTE: Free fall is not to be used.	
No Yes	The boom is fully powered up and down, live boom is not to be used.	
No Yes	The boom angle and radius indicator work. NOTE: Measure radius with tape measure on conventional cranes.	
No Yes	The boom length indicator on telescoping booms is fully functional.	
No Yes	The positive anti two-block device is functioning properly. NOTE: A warning system alone does not suffice.	
<b>(2.) RIGGING REQUIREMENTS</b>		
No Yes	Each bridle leg is connected to the master link, or shackle in a way that ensures the load is evenly distributed between all the bridle legs.	
No Yes	All rigging, wire rope, shackles, rings, master links, and other rigging hardware, have a minimum safety factor of 5:1. NOTE: When non-spin cable is used, a minimum safety factor of 10:1 is required.	
No Yes	All wire rope eye fittings are provided with thimbles.	
No Yes	All load hooks are closed with locking type latches.	
No Yes	All rigging equipment for the man basket is exclusively for that use only.	
No Yes	All rigging has been inspected for kinks or damage of any kind.	
No Yes	Shackle pins are of the nut-with-pin-retainer-type.	
<b>(3.) MAN BASKET REQUIREMENTS</b>		
No Yes	The basket has been designed with a 5:1 safety factor by a qualified engineer and welded by a qualified welder.	
No Yes	The suspension rigging system has been designed in such a way as to minimize tipping of the man basket.	
No Yes	The maximum rated load and maximum capacity is posted on a permanently affixed plate on the man basket.	
No Yes	The guardrail designed to enclose the platform is provided and is enclosed from the toe board to the mid-rail.	
No Yes	Body harness anchorage provided.	
No Yes	The access gate has been designed to open in and is positively prevented from swinging outward while the man basket is in use.	
No Yes	The access gate must have a positive locking system to prevent accidental opening during operation.	
No Yes	The design allows enough headroom for employees to stand upright.	
No Yes	There are no rough edges on any man basket surface.	
No Yes	In addition to hard hats, overhead protection is provided when employees are exposed to falling objects.	
No Yes	A trial-lift meeting has been attended by the crane or derrick operator, signal person(s) (if necessary, for the lift), employee(s) to be lifted, and the employee responsible for the task to be performed	

No	Yes	Precautions have been taken to protect employees from any special hazards in the area where the crane and man basket will be operating; for example, power lines or areas where the man basket will be out of the operator's view.
No	Yes	Special precautions have been taken to protect personnel from electrical hazards. When the crane with a man basket is working near electrical lines or devices, the minimum working clearances shall be at least twice those for material handling operations.
No	Yes	A man basket use authorization has been issued dated and properly signed for the task at hand.
No	Yes	The man basket and rigging has been proof-tested to 125 percent of the platform rated capacity.
No	Yes	An unoccupied trial lift loaded to at least the anticipated lift weight has been performed and hoisted to each location where work is to be performed, or to any point where employees are expected to enter or exit the platform. NOTE: The trial lift must be performed each time the crane is moved.
No	Yes	A post trial-lift inspection of the crane has been carried out by a designated employee.
No	Yes	The loading is less than 50 percent of the crane-rating chart for all work locations.
No	Yes	The operator has determined that all systems, controls, and safety devices are activated and functioning properly and that no interferences exist.
No	Yes	The man basket has been hoisted a few inches and has been re-inspected after the trial lift for any deficiencies.
No	Yes	Prior to hoisting personnel, the man basket has been hoisted a few inches to verify its hang level.
No	Yes	All hoist ropes are free of kinks.
No	Yes	Multipart lines are not twisted around each other.
No	Yes	The hook is centered over the load.
No	Yes	The hoist lines are laying properly on hoist drums and in the sheaves.
No	Yes	All post trial lift defects have been corrected.
No	Yes	The crane-bearing surface has been rechecked and crane re-leveled as required.
No	Yes	Have the crane safety components, dogs, pawls, brakes, etc., have been re-inspected after the trial lift.
No	Yes	Travel with the crane is not permitted except where all requirements are satisfied and where not to do so would endanger life.
No	Yes	The operator has been advised that the load and boom hoist drum brakes, swing brakes, and locking devices such as pawls or dogs must be engaged when the occupied personnel platform is in a stationary working position.
No	Yes	The operator has been advised that the platform must be hoisted in a slow, controlled, cautious manner with no sudden movement of the crane, derrick or platform.
No	Yes	The operator has been advised that the platform must be hoisted in a slow, controlled, cautious manner with no sudden movement of the crane, derrick or platform.
No	Yes	Employees have been advised to perform tasks specified in the man basket authorized only. NOTE: Only the number of employees needed for the task at hand is allowed to be hoisted.
No	Yes	All employees have been advised to keep all body parts inside the platform during raising. NOTE: This provision does not apply to an occupant of the platform performing the duties of a signal person.
No	Yes	All employees have been advised that they are not allowed to enter or exit the platform when it is secured to the structure where the work is to be performed unless securing to the structure creates an unsafe situation.
No	Yes	All employees have been advised that they are not allowed to exit the platform before landing.
No	Yes	All employees have been advised that taglines must be used unless their use would create an unsafe condition.
No	Yes	The operator has been advised to remain at the controls at all times while the crane engine is running, and the platform is occupied.
No	Yes	All employees have been advised that platform use must be promptly discontinued if there is any indication of dangerous weather conditions or other impending danger.
No	Yes	The operator is in constant contact by standard hand signals or voice communications during operation of crane and man basket.
No	Yes	All employees have been advised to remain in continuous sight of or in direct communication with the operator or signal person.
No	Yes	All employees have been advised that the use of a radio is permissible when direct visual contact is not possible, or where the use of a signal person could create a greater hazard.
No	Yes	All employees occupying the platform have been advised to wear a body belt or harness system, with the lanyard appropriately attached to the lower load block, overhaul ball, or structural member within the personnel platform capable of supporting the fall impact for employees using the anchorage.
No	Yes	All employees have been advised to wear a life vest when working over water.
No	Yes	Employees have been advised to secure materials and tools to prevent displacement during the lift.
No	Yes	All employees have been advised to load the man basket evenly and to only carry tools and materials needed for the task at hand.
No	Yes	The operator, and all employees that will be using the platform, have been advised that no other object may be lifted on any of the crane load lines while the platform is suspended.
No	Yes	An audible and visual device has been provided to the personnel in the platform so that they can signal for assistance in the event of an emergency.
No	Yes	Personnel have been advised to stand firmly on the floor of the platform and to not sit or climb on the edge of the platform or use planks, ladders, or other devices for attaining a work position.

No	Yes	If welding is to be performed by employees occupying the platform, the electrode must be protected from touching the metal components of the platform.
No	Yes	Any needed repairs to the crane or man basket used only original manufacturer parts to ensure that the new components are compatible with their original counterparts.
No	Yes	Care taken to prevent ropes, electrical cords, and hoses from becoming entangled in the platform when the platform is being moved.
No	Yes	Operator aids or interlocks have not been altered, modified, or disabled in any way.
No	Yes	The crane operator responsible for operating the cranes used for personnel handling is a thoroughly trained operator and has related experience operating the subject crane.
No	Yes	All manuals, operating instructions, and load charts provided have been read and understood by the operating personnel prior to starting the operation.
No	Yes	The operator has ensured that the area surrounding the platform is clear of personnel and equipment before moving the platform.
No	Yes	Prior to the trial lift at each new location, a pre-lift meeting has been held, and is also held for any new employee assigned to the man basket.
No	Yes	All deficiencies discovered in post-trial-lift inspection have been corrected.
No	Yes	All employees attending the pre-lift meeting signed the roster for the meeting.
No	Yes	The trial-lift calculation sheet has been completed, signed and dated.

#### (4.) PERSONNEL PLATFORM WEIGHT CALCULATION SHEET

- Platform Rated Capacity \_\_\_\_\_
- 125 Percent Proof Test (NOTE: Suspended load for 5 minutes) \_\_\_\_\_
- Number of Occupants x 250 lb. each \_\_\_\_\_
- Tools plus materials in platform \_\_\_\_\_
- Misc. weight not otherwise listed \_\_\_\_\_
- Tare weight of platform plus rigging \_\_\_\_\_
- Total occupied weight of platform \_\_\_\_\_
- Hoist line cable weight \_\_\_\_\_
- Headache ball weight \_\_\_\_\_
- Load block weight \_\_\_\_\_
- Rooster sheave weight \_\_\_\_\_
- Effective JIB weight (If Hoisting on Main Loadline) \_\_\_\_\_
- JIB weight stowed \_\_\_\_\_
- Misc. weight not otherwise listed \_\_\_\_\_
- Total load chord deductions \_\_\_\_\_
- Total weight, "W" (Total Load Chart Deductions Plus)
  - Total Occupied Weight of Platform \_\_\_\_\_
  - Capacity of Crane at Minimum Radius \_\_\_\_\_
  - Capacity of Crane at Platform Work Radius \_\_\_\_\_
- 50 Percent of Crane Capacity at Minimum Radius \_\_\_\_\_
- 50 Percent of Crane Capacity at Platform Working Radius \_\_\_\_\_
- Total Load, "W" Divided by 50 Percent Crane Rating = Percent of De-rated Capacity Used \_\_\_\_\_

Crane Operator Signature:	Rigger Signature:	Lift Supervisor Signature

## APPENDIX I – VISITOR'S WAIVER AND RELEASE

The City and County of Denver is pleased to welcome you to this project. Because of the hazards and risks associated with this construction site, we require every visitor to the Site to be alert for their own safety and to sign a written Waiver and Release absolving the Owner and others associated with this project of any and all responsibility in connection with all risks encountered at the Site. While on the Construction Premises, please be on guard constantly and follow good safety practices including, but not limited to, the following:

1. Hard-hats, safety glasses and high visibility vests must be worn by all visitors at all times.
2. Although work boots are not required, all visitors shall wear low-heeled leather shoes. High heels of any kind or open-toed sandals are not permitted.
3. All visitors are to be escorted at all times by an authorized employee while on the Project Site.
4. Display visitor's badge on the outer garment at all time
5. BE ALERT for changing conditions and ongoing construction activities while walking on the Project Site. LOOK and LISTEN before you move from one position to another.
6. Be aware of uneven walking surfaces and extreme care shall be taken with each step.
7. No firearms, drugs or alcoholic beverages are permitted on the site.
8. All warning signs and barricades must be obeyed.
9. Do not stray from the approved path for ingress and egress.
10. Do not enter areas with inadequate lighting.
11. Be aware of and stay clear of any overhead hazards.
12. Smoking is only permitted in designated areas.
13. Do not touch construction materials of any kind without written authorization.
14. Do not lean on or reach beyond any handrails or barricades.
15. Report any hazards to the prior to leaving the site.
16. No written correspondence regarding any hazards observed on the site shall be written or forwarded after leaving the site unless previously agreed upon at the site.
17. Call 911 in the event of an emergency

I agree to abide by the Instructions set forth above.

---

Date

---

Visitor's Signature

**CHECK WITH CCD MANAGEMENT TO VERIFY ANY  
JOB SPECIFIC VISITOR WAIVER**

# VISITOR

**NAME:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**NAME OF COMPANY/PERSON VISITING:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **WAIVER AND RELEASE**

In consideration of granting the undersigned permission to enter upon the premises at the Project and for other good and valuable consideration, I hereby waive and forever discharge the Owner, Owner's representatives, Construction Manager, all Subcontractors on the project (the "Released Parties") from and against any claim for damages that may arise due to injury to my person or property while on the project whether caused in whole or in part by any negligence, actions or inactions of the Released Parties. As a license, I assume the risk of all dangerous conditions on or about the premises and waive notice of the existence of any such conditions.

I acknowledge the confidential nature of the Owner construction procedures and processes and agree not to photograph, reproduce or divulge the same without the written consent of the Owner.

I HAVE READ THE ABOVE AND AGREE TO SAME:

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Escort's First and Last Name: \_\_\_\_\_

## APPENDIX J – SAFETY ORIENTATION TRAINING ACKNOWLEDGEMENT

<b>Project:</b>	<b>General Contractor:</b>
<b>Name of Employee:</b> (Print Name)	<b>Date:</b>
<b>Company:</b>	<b>Person Conducting the Orientation:</b>

**The following topics are to be reviewed with all employees during their initial site orientation.**

**Topics**

1. Information to acquaint the employee with special safety requirements of the work site, including security and traffic regulations;
2. Employer and employee rights and responsibilities
3. Description of the nature of the project;
4. Drug free workplace and substance abuse testing
5. Accident reporting procedures;
6. How to report unsafe acts or conditions;
7. Site disciplinary procedures;
8. Personal protection equipment requirements;
9. Hazards prevalent for the work being performed (fall protection, trenching, ladder usage, scaffold safety, etc.); and
10. Hazard Communication Program
11. Emergency Evacuation Procedures
12. Good housekeeping practices
13. Job Hazard Analysis (JHA)
14. Pre-Task Planning
15. Return to work programs, incident (to include near misses) reporting procedures, workers compensation requirements, and medical provider list.
16. Other \_\_\_\_\_

**Comments:**

**Contractor confirmed negative pre-employment drug screen?**

Initial for yes \_\_\_\_\_

**Attach test results to Orientation Acknowledgement and keep on file for duration of project.**

By signing this orientation form, I hereby acknowledge that the basic site safety controls outlined above have been thoroughly reviewed with me and that I agree to obey by the contents of the site safety requirements.

Employee Signature:

Date:

Note: Any employee questions regarding the Safety Requirements shall be directed to the Contractor's Project Safety Representative.

## APPENDIX K – NEAR MISS REPORT FORM

EXAMPLE NEAR MISS REPORT FORM DOES  
NOT REPLACE THE REQUIRED CONTRACTOR  
SAFETY REPRESENTATIVE NARRATIVE

Near Miss Reporting is the process of identifying and preventing an unsafe act or condition before it causes an injury, illness or damage to property and equipment. This form is used to formally document the recognition of a hazard, the change that is made to prevent a reoccurrence of the hazard and to share the lessons learned with the Contractors on the CCD ROCIP. *All information is required*

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Fact Finding:** Please explain the following. (To be completed by employee)

Who was involved in the near miss (employee names optional): \_\_\_\_\_ ?

Describe what happened:

---

---

---

Where did the near miss occur: \_\_\_\_\_

When did the near miss occur: \_\_\_\_\_

How did the near miss occur:

---

---

**Preventative Measures Taken.** (To be completed by Contractor's Safety Representative)

What acts or conditions led directly to the near miss incidents?

---

---

What steps have/will be taken to prevent a similar incident?

---

---

Who is responsible for taking these actions and following up to ensure that they are completed?

---

---

Expected completion date: \_\_\_\_\_

Actual completion date: \_\_\_\_\_

## APPENDIX L – SAMPLE WEEKLY TOOLBOX ATTENDANCE ROSTER

### Weekly Safety Toolbox Attendance Roster

Topics Discussed: \_\_\_\_\_  
(Attach pertinent information discussed)

Date of Meeting: \_\_\_\_\_ Discussion Leader: \_\_\_\_\_

Print Name	Signature	Company

## APPENDIX M – INVESTIGATION FORMS

EXAMPLE INVESTIGATION FORMS DO NOT  
REPLACE THE REQUIRED CONTRACTOR SAFETY  
REPRESENTATIVE NARRATIVE REPORT.

### Example: Employee Injury Investigation Form

1. Injured Employee's Name	2. Contractors Name	3. Date/Time of Injury	4. Supervisors/Foreman Name	5. Specific Location of Injury			
6. Employee's Occupation	7. Employee's Job Task at time of Injury		8. Length of Service on Project	9. Length of Service with Employer			
10. Description of what happened							
11. Part of Body Injured or Affected		12. Nature of Injury					
13. Severity	<input type="checkbox"/> First Aid	<input type="checkbox"/> Medical treatment beyond first aid	<input type="checkbox"/> Lost workdays	<input type="checkbox"/> Fatality	<input type="checkbox"/> Other: Specify		
14. Contributing Causes to Injury							
15. Root Cause of Injury							
16. Probable Recurrence	<input type="checkbox"/> Frequent	<input type="checkbox"/> Occasional	<input type="checkbox"/> Rare	17. Loss Severity Potential	<input type="checkbox"/> Major	<input type="checkbox"/> Serious	<input type="checkbox"/> Minor

**18. Preventive Measures**

**19. Injured employee's description of what happened (attach sheet for additional comments)**

**20. Witness names and description of incident (attach sheet for additional comments)**

**21. Supervisor's description of incident (attach sheet for additional comments)**

**22. Specific corrective actions or preventative measures taken**

Corrective action taken	Person responsible	Target completion date	Date completed

**23. Attached supporting documentation (required)**

<input type="checkbox"/> Photos	<input type="checkbox"/> Diagram of work area	<input type="checkbox"/> Applicable training documentation for parties involved	<input type="checkbox"/> Contractor's investigation report	<input type="checkbox"/> Witness statements
<input type="checkbox"/> JHA (if applicable)		<input type="checkbox"/> Daily Pre-Task Planning Sheet	<input type="checkbox"/> Corrective action supporting documentation	

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Safety Representatives' Signature

\_\_\_\_\_  
Project Manager's Signature

## Example: Builders' Risk/General Liability Investigation Form

<b>1.</b> Names of parties involved	<b>2.</b> Contractors Name	<b>3.</b> Date/Time of Injury	<b>4.</b> Supervisors/Foreman Name				
<b>5.</b> Description of incident							
<b>6.</b> Description of damages							
<b>7.</b> Contributing causes to incident							
<b>8.</b> Root cause of incident							
<b>9.</b> Probable Recurrence	<input type="checkbox"/> Frequent	<input type="checkbox"/> Occasional	<input type="checkbox"/> Rare	<b>10.</b> Loss Severity Potential	<input type="checkbox"/> Major	<input type="checkbox"/> Serious	<input type="checkbox"/> Minor
<b>11.</b> Preventive Measures							

**12. Employee's description of what happened (attach sheet for additional comments)**

**13. Witness names and description of incident (attach sheet for additional comments)**

**14. Supervisors description of incident (attach sheet for additional comments)**

**15. Specific corrective actions or preventative measures taken**

Corrective action taken	Person responsible	Target completion date	Date completed

**16. Attached supporting documentation (required)**

<input type="checkbox"/> Photos	<input type="checkbox"/> Diagram of work area	<input type="checkbox"/> Applicable training documentation for parties involved	<input type="checkbox"/> Contractor's investigation report	<input type="checkbox"/> Witness statements
<input type="checkbox"/> JHA (if applicable)		<input type="checkbox"/> Daily Pre-Task Planning Sheet	<input type="checkbox"/> Corrective action supporting documentation	

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Safety Representatives' Signature

\_\_\_\_\_  
Project Manager's Signature

## APPENDIX N – SAMPLE HOT WORK PERMIT

### Hot Work Permit

Authorization: The information on this permit has been evaluated, the site has been examined, and all safety measures are in place.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Qualified Person Authorizing Hot Work Permit)

Date: \_\_\_\_\_ Location: \_\_\_\_\_

Description of hot work: \_\_\_\_\_

Authorized workers: \_\_\_\_\_  
\_\_\_\_\_

Is a fire watch required?

Yes Name of Fire Watch \_\_\_\_\_  
 No

A Fire Watch will be posted if:

- 17.** Flammable and combustible materials cannot be moved 35' from the point of operation
- 18.** Wall or floor openings within the immediate work area expose combustible materials in adjacent areas, including concealed spaces in walls or floors
- 19.** Combustible materials are adjacent to the opposite side of partitions, walls, ceilings or roofs, and are likely to be ignited

Permit Checklist

- Flammable and combustible materials within 35' of the point of operation have been removed, covered with fire retardant tarps, or otherwise shielded
- All floors and surfaces have been swept free of combustible dust or debris
- Any openings or cracks in the walls, floors, or ducts that are potential travel passages for sparks, heat and flames have been covered.
- An operable fire extinguisher is nearby and accessible
- Sprinkler heads that could be activated by hot work have been covered by a wet rag
- Smoke detectors in the area of hot work have been covered to prevent false alarms
- A Fire Watch has been posted during the hot work operation and for 30 minutes afterwards to verify that there are no live embers, sparks, or smoldering fires.

## APPENDIX O – LESSONS LEARNED FORM

### Lessons Learned Communication

**Date:**

**What:**

**When:**

**Where:**

**Incident Summary:**

**Discussion of Activities:**

**Analysis of What Went Wrong:**

**Immediate and System Cause:**

**Resolutions and Recommendations**

**Cost Savings/Avoidance**

**Work Function:**

**Hazards:**

**Originator:**

Telephone:

Email:

**Contact:**

Telephone:

Email:

**Distribution:**

## APPENDIX P – CONTRACTOR'S MONTHLY SAFETY REPORT

Contractor's Monthly Safety Report			
<p>Enter all information in yellow below. Cells will auto-format.</p>			
Project Name:			
Project Number (#'s only, no symbols):			
Prepared by:			
	Phone: _____		
<p><b>DUE First Tuesday of Every Month</b></p> <p>Email to: <a href="mailto:NWCROCIPSafety@denvergov.org">NWCROCIPSafety@denvergov.org</a> in original Excel format. PDFs and scanned copies will not be accepted.</p> <p>Enter a number in ALL spaces highlighted green. Do not leave any cells blank. If N/A, enter 0 (zero).</p>			
<b>INCIDENT TYPES (Includes all Subcontractors)</b>		<b>Number of Cases/Claims</b>	
<i>Complete information in Details tab for each incident from Current Month</i>		<b>Current Month</b>	<b>Year to Date</b>
OSHA Recordable Incidents			
Lost Workday Incidents			
DART Incidents			
First Aid Incidents			
Near Misses Reported			
General Liability			
Builders Risk			
<b>OSHA RECORDABLE AND FIRST AID INCIDENTS:</b>		<b>Number of Cases/Claims</b>	
<i>Includes Subcontractors</i>		<b>Current Month</b>	<b>Year to Date</b>
Fall (e.g. floors, platforms, roofs)			
Struck by (e.g. falling objects, vehicles, equipment)			
Caught in/between (e.g. cave-ins, unguarded machinery, equipment)			
Electrical (e.g. overhead power lines, power tools/cords, outlets, wiring)			
Other (e.g. cuts, burns, and other items not covered above)			
<b>PROJECT SAFETY ACTIVITIES</b>			
<i>Includes Subcontractors</i>		<b>Count</b>	
Safety Orientations Completed (number of employees)		<b>Current Month</b>	<b>Year to Date</b>
Other Safety Training Completed (contact hours)			
Tool Box Meetings Completed (number)			
Corrective Actions of Significance (e.g. discipline, stop work, SSSP/JHA edits,			
Number of Site Safety Inspections Completed			
Number of Supervisors/Foreman Participating in Site Safety Inspections			
<b>PROJECTIONS FOR UPCOMING MONTH</b>		<b>Count</b>	
<i>(Includes all Subcontractors)</i>		<b>Upcoming Month</b>	
Average Trucks per Day (hauling and material delivery)			
Approx. Haul & Delivery trips TOTAL for the Month			
Approx. Number of Employees expected to be on site			

<b>Contractor's Monthly Safety Report- Incident Details</b>			
Fields in yellow will auto-populate from the Summary Page. Provide details for all incidents listed on the Summary Page for the current month.			
Project Name:	0	For Mo/Year:	January-00
Project Number (#'s only, no symbols):	0		
Prepared by:	0	Phone:	-
<b>DETAILS OF RECORDABLE AND FIRST AID INJURIES OR ILLNESSES FOR CURRENT MONTH:</b> <i>For all injuries and illnesses listed on Summary tab.</i>			
Date	Job Title/Craft	Brief Description	Corrective Actions Initiated
<b>DETAILS OF GENERAL LIABILITY CLAIMS FOR CURRENT MONTH:</b> <i>For all general liability claims listed on Summary tab</i>			
Date	Brief Description		Corrective Actions Initiated
<b>DETAILS OF BUILDERS RISK CLAIMS FOR CURRENT MONTH:</b> <i>For all builders risk claims listed on Summary tab</i>			
Date	Brief Description		Corrective Actions Initiated

Please contact your CCD ROCIP Safety representative or [CCDROCIPSafety@denvergov.org](mailto:CCDROCIPSafety@denvergov.org) for an electronic copy of this form.

## APPENDIX Q – DRUG SCREEN REQUISITION AND AUTHORIZATION FORM

Please contact your CCD ROCIP Safety representative or [CCDROCIPSafety@denvergov.org](mailto:CCDROCIPSafety@denvergov.org) for an electronic copy of this form.

### CCD ROCIP DRUG AND ALCOHOL SCREENS REQUISITION and AUTHORIZATION FORM



**INSTRUCTIONS:** This form is to be completed in its entirety by the Employer/Contractor's Safety Representative or an authorized Requesting Party (Lead Contractor's Safety Representative or CCD Safety) and taken to or emailed to desired clinic.

Date: \_\_\_\_\_ CCD Project Name: \_\_\_\_\_  
Employee Name: \_\_\_\_\_ CCD Project No.: \_\_\_\_\_  
Employer/Contractor Name: \_\_\_\_\_  
Employer/Contractor Address: \_\_\_\_\_  
  
Authorizing Representative Information: Name/Title \_\_\_\_\_  
Company/Entity Name \_\_\_\_\_  
Email \_\_\_\_\_ Tel. No. \_\_\_\_\_

#### BILLING INSTRUCTIONS

BILL REQUESTED PRE-EMPLOYMENT DRUG SCREENS TO: CITY AND COUNTY OF DENVER/ROCIP

BILL ALL OTHER SERVICES TO: EMPLOYER/CONTRACTOR LISTED ABOVE

#### INDICATE ALL REQUESTED SERVICES BELOW:

##### PRE-EMPLOYMENT

- 11 Panel Rapid Drug Screen
- Breath Alcohol Test
- Physical and History
- Other: \_\_\_\_\_

##### POST-ACCIDENT

- 11 Panel Rapid Drug Screen
- Breath Alcohol Test
- Other: \_\_\_\_\_

##### REASONABLE SUSPICION

- 11 Panel Rapid Drug Screen
- Breath Alcohol Test
- Other: \_\_\_\_\_

Once checked in at the clinic, the employee **MUST** remain at the clinic until their tests are completed otherwise this will be considered a refusal.

**EMAIL COMPLETED FORM TO THE DESIRED CLINIC LOCATION AND, WHEN POSSIBLE, CONTACT TO SCHEDULE AN APPOINTMENT**

**SEE ATTACHED LIST OF APPROVED PROVIDERS AND LOCATIONS**

The City and County of Denver is proud to provide access to the following CCD ROCIP Approved Medical Partners



MIDTOWN  
OCCUPATIONAL  
HEALTH SERVICES



For assistance contact the City and County of Denver ROCIP Safety Team [CCDROCIPSafety@denvergov.org](mailto:CCDROCIPSafety@denvergov.org)

## CCD ROCIP

## List of Approved Medical Care Providers

Pre employment Post Accident Reasonable Suspicion Drug Screens	Medical Treatment for Insured Workers	Provider Type	Approved Provider	Location and Contact Information	Hours
✓	✓	Clinic	Concentra	420 East 58 <sup>th</sup> Avenue, Ste 111, Denver, CO 80216 303.292.2273 tel. / 303.296.4138 fax	7am – 5pm M-F
✓	✓	Clinic	Concentra	1730 Blake Street Ste. 100, Denver, CO 303.296.2273 tel. / 303.296.8330 fax	8am – 5pm M-F
✓	✓	Clinic	Concentra	1212 S Broadway Ste. 150, Denver, CO 80210 303.777.2777 tel. / 303.871.0218 fax	7am – 5pm M-F
✓	✓	Clinic	Concentra	5855 Stapleton Drive North, Ste A-130, Denver, CO 80216 303.371.7444 tel. / 303.371.7364 fax	8am – 5pm M-F 7am – 5pm W
✓	✓	Clinic	Concentra	3449 Chambers Road, Ste B, Aurora, CO 80111 720.859.6139 tel. / 720.859.3294	8am – 5pm M-F
✓	✓	Clinic	Concentra	11185 W 6 <sup>th</sup> Avenue, Lakewood, CO 80215 303.239.6060 tel. / 303.239.6046	8am – 6pm M-F
✓	✓	Clinic	Concentra	9330 S. University, Ste 100, Highlands Ranch, CO 80111 720.859.6139 tel. / 303.683.9392	8am – 6pm M-F 8am – 4pm Sat
✓	✓	Clinic	Midtown Occupational Health Services	2490 W 26 <sup>th</sup> Avenue Bldg. A, Ste 300, Denver, CO 80211 <a href="mailto:Frontdesk1@mdtwn.com">Frontdesk1@mdtwn.com</a> 303.831.9393 tel. / 303.831.6355 fax	7am – 4:30pm M-F
✓	✓	Clinic	Workwell	3350 Peoria Street, Ste 190, Aurora, CO 80010 <a href="mailto:dneclinic@workwellworks.com">dneclinic@workwellworks.com</a> 303.365.4646 tel. / 303.365.4644 fax	8am – 5pm M-F
✓	✓	Clinic	Workwell	2550 S Parker Road, Ste 150, Aurora, CO 80014 <a href="mailto:aseclinic@workwellworks.com">aseclinic@workwellworks.com</a> 720.512.4408 tel. / 720.512.5978 fax	8am – 5pm M-F
✓	EMERGENCY ONLY	Denver Health		777 Bannock Street, Denver, CO 80204 303.436.6000 tel.	24/7/365

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2023

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

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

PRODUCER <b>USI Insurance Services, LLC</b> 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): <b>800 873-8500</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>den.contractors@usi.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Arch Insurance Company</b>	
	INSURER B : <b>Continental Insurance Company</b>	
	NAIC # <b>11150</b>	
INSURED <b>FCI Constructors, Inc.</b> PO Box 1767 Grand Junction, CO 81502	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	ZAGLB9220007	10/01/2023	10/01/2024	EACH OCCURRENCE <b>\$2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$2,000,000</b> GENERAL AGGREGATE <b>\$4,000,000</b> PRODUCTS - COMP/OP AGG <b>\$4,000,000</b> \$
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ZACAT9242107	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) <b>\$2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB  EXCESS LIAB	X	OCCUR	ZAULP5207502 GL & Auto only	10/01/2023	10/01/2024	EACH OCCURRENCE <b>\$3,000,000</b> AGGREGATE <b>\$6,000,000</b> \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	X	ZAWCI9389207	10/01/2023	10/01/2024	X PER STATUTE E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
B	Excess Liability	X	X	7040161053	10/01/2023	10/01/2024	\$10,000,000 Ea Occur \$10,000,000 Aggregate

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

## Excess Liability

Insurer: XL Insurance America, Inc.

Policy number: US00112885LI23A Effective 10/01/2023 to 10/01/2024

Limits: \$10,000,000 Each Occurrence \$10,000,000 Aggregate

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City and County of Denver 201 W Colfax Ave., Dept. 614 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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## DESCRIPTIONS (Continued from Page 1)

### Professional Liability

Insurer: ACE American Insurance Company

Policy number: CEOG47426972001 Effective 10/01/2023 to 10/01/2024

\$2,000,000 Each Claim / \$4,000,000 Aggregate / Deductible \$50,000

Retro Date 4/1/99

### Pollution Liability

Insurer: ACE American Insurance Company

Policy number: CEOG47426972001 Effective 10/01/2023 to 10/01/2024

\$5,000,000 Each Claim / \$10,000,000 Aggregate / Deductible \$50,000

Retro Date 4/1/99

Certificate Holder continues: Department of Transportation & Infrastructure, Contract Administration.

RE: Contract No. 202367919 2023 On-Call Vertical Construction (LARGE) Services.

As required by written contract, the City and County of Denver, its Elected and Appointed Officials,

Employees and Volunteers are included as Additional Insured as respects General Liability and Business

Auto.