

REQUEST FOR PROPOSALS

**ON CALL BAGGAGE
HANDLING SYSTEM
ENABLING PROJECTS
FOR TSA RELOCATION**

CONTRACT NO: 201628516

JULY 2016

DEPARTMENT OF AVIATION
City & County of Denver
Kim Day, Chief Executive Officer



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**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION - DENVER INTERNATIONAL AIRPORT
ON CALL BAGGAGE HANDLING SYSTEM ENABLING PROJECTS FOR TSA
RELOCATION
CONTRACT NO. 201628516**

NOTICE OF REQUEST FOR PROPOSALS

Denver, Colorado

July 11, 2016

The Department of Aviation, City and county of Denver, has issued a Request for Proposals (RFP) for the construction project named above. Complete contract documents, including specifications, are available on the DEN Contract Procurement website at <http://business.flydenver.com/bizops/bids.asp> beginning July 11, 2016.

SEALED PROPOSALS will be received no later than **2:00 P.M., Local Time, Wednesday, August 10, 2016** and delivered to Amy Kuchno, Room 8810, Airport Office Building (AOB), Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340 and accessed by the Concourse A Walking Bridge. Respondents should submit the two (2) proposals in Adobe format on separate media (i.e. USB Flash Drive, Compact Disc, etc.) indicating Contract number 201628516, On Call Baggage Handling System Enabling Projects for TSA Relocation and respondent's organization. The City reserves the right to award one or multiple contracts as a result of this RFP.

A PRE-PROPOSAL CONFERENCE will be held at **2:00 PM, Wednesday, July 20, 2016**, in the Worldport Conference Room H located at 24735 E. 75th Avenue, Denver, CO.

GENERAL STATEMENT OF WORK: It is intended to use the bulk of the contract capacity to construct a Level 5.5 equipment platform in the Jeppesen Terminal below the current ticket counter areas on the East side and in Module 1 of the West side. Baggage conveyor systems will be installed on this level to accommodate a remodel of the ticket counters. Additionally, modifications will be made to the Level 6 curb wall to accept bags inside the terminal and conveyed into the existing bag belts that currently handle curbside checked bags. Other work to accommodate the TSA relocation may be included as separate task orders as required. Work will consist of structural platform installation, electrical, special systems, mechanical and general construction of Level 5 ceilings. Temporary protection of the Level 5 operations are required.

PREQUALIFICATION: Each proposer must be pre-qualified in the category of 2(A) Buildings: General at the \$25,000,000 and above level and receive special permission, in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each proposer must have submitted a prequalification application a minimum of ten (10) calendar days prior to the proposal due date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax Avenue, Department 506, Denver, Colorado 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification or call 720-865-2539 for prequalification information ONLY.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Federally-funded construction, reconstruction, remodeling, and professional design services contracts made and entered into by the City and County of Denver are subject to Federal statutes and regulations regarding Disadvantaged Business Enterprise participation.

The Director of the Division of Small Business Opportunity (DSBO) is authorized to establish project goals for expenditures on construction, reconstruction and remodeling and professional design services work let by the City and County of Denver. The specific goal for this project is **15% Disadvantaged Business Enterprise (DBE)**.

The project goal must be met with certified participants as set forth in 49 CFR Part 26 or through the demonstration of a sufficient good faith effort under 49 CFR Part 26.

The Director has authorized the utilization of a compliance plan to address the Goal for this Project. Therefore, at the time of proposal submittal, the contractor must include in their proposal only the Commitment Page which is included within this RFP. The Contractor, when notified by DSBO, will prepare and present for review and approval of the Director a compliance plan for meeting the requirements of the DBE Regulation. At a minimum, the proposed compliance plan shall comply with all requirements of the Rules and Regulations pertaining to such plans and shall be approved in writing by the Director. Upon such approval, the plan is hereby incorporated into this Contract by reference and may also be included as an Exhibit. Furthermore, the contractor will be required to submit letters of intent throughout the course of the contract.

The Director of the Division of Small Business Opportunity urges all participants in the construction, reconstruction, remodeling, and professional design services projects not to discriminate against women and minorities or any other persons and to assist in achieving these goals.

MISCELLANEOUS

As its best interests may appear, the City and County of Denver reserves the right to reject any or all proposals and to waive informalities in proposals.

The work under the Contract is subject to minimum wage rates established by the City and County of Denver Career Service Board.

Published in the Daily Journal July 11, 12, and 13, 2016



Department of Aviation
Airport Office Building
8500 Peña Boulevard
Denver, Colorado
(303) 342-2200
www.flydenver.com



July 22, 2016

On Call Baggage Handling System Enabling Projects for TSA Relocation

CONTRACT NO. 201628516

ADDENDUM NUMBER ONE

This Addendum Number One supersedes and/or supplements all portions of the Contract Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on page 22 of the Proposal Forms.

Rhodes, Dave Digitally signed by Rhodes, Dave - DIA
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ou=Employees, ou=Engineering,
cn=Rhodes, Dave - DIA
- DIA Date: 2016.07.22 14:09:17 -06'00'

Dave Rhodes
Project Manager
Airport Infrastructure Management



DENVER INTERNATIONAL AIRPORT

On Call Baggage Handling System Enabling Projects for TSA Relocation

CONTRACT NO. 201628516

ADDENDUM NUMBER ONE

Scope of this Addendum

Addendum Number One includes modifications to the following Contract Documents issued July 11, 2016. These modifications are deemed necessary by the City and County of Denver.

NOTICE OF REQUEST FOR PROPOSALS

Please replace in its entirety the following paragraph regarding prequalification:

PREQUALIFICATION: Each proposer must be prequalified in 2(A) Buildings: General at the \$25,000,000.00 monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors; **AND each bidder must submit a Project Specific Permission Application due to the specialized nature of this project.** Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the bid opening date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax Avenue, **Department 614**, Denver, Colorado 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at <https://www.denvergov.org/content/denvergov/en/denver-department-of-public-works/rules-and-regulations/prequalification-of-contractors-rules-regs-18.html> or call 720-865-2539 for prequalification information ONLY.

The total number of pages (including cover sheet) contained in this Addendum Number One is two (2).

* * * * *

End of Addendum Number One



Department of Aviation
Airport Office Building
8500 Peña Boulevard
Denver, Colorado
(303) 342-2200
www.flydenver.com



August 1, 2016

On Call Baggage Handling System Enabling Projects for TSA Relocation

CONTRACT NO. 201628516

ADDENDUM NUMBER TWO

This Addendum Number Two supersedes and/or supplements all portions of the Contract Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on page 22 of the Proposal Forms.

**Williams,
Stuart - DIA**

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- DIA
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Stuart - DIA
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Stuart Williams
Senior Vice President, Hotel & Transit and Special Programs



DENVER INTERNATIONAL AIRPORT

On Call Baggage Handling System Enabling Projects for TSA Relocation

CONTRACT NO. 201628516

ADDENDUM NUMBER TWO

Scope of this Addendum

Addendum Number Two includes modifications to the following Contract Documents issued July 11, 2016. These modifications are deemed necessary by the City and County of Denver.

NOTICE OF REQUEST FOR PROPOSALS

Please replace in its entirety the following paragraph regarding the proposal due date:

SEALED PROPOSALS will be received no later than **2:00 P.M., Local Time, Wednesday, August 17, 2016** and delivered to Amy Kuchno, Room 8810, Airport Office Building (AOB), Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340 and accessed by the Concourse A Walking Bridge. Respondents should submit the two (2) proposals in Adobe format on separate media (i.e. USB Flash Drive, Compact Disc, etc.) indicating Contract number 201628516, On Call Baggage Handling System Enabling Projects for TSA Relocation and respondent's organization. The City reserves the right to award one or multiple contracts as a result of this RFP.

INSTRUCTIONS TO PROPOSERS: IP-28 PROJECTED SCHEDULE

Please replace in its entirety the following schedule of dates:

Event	Date
Proposal Advertisement	Monday, July 11, 2016
Pre-Proposal Meeting	Wednesday, July 20, 2016
Last Date to Submit Questions	Monday, August 10, 2016, 2:00 PM
Proposal Due Date	Wednesday, August 17, 2:00PM

The total number of pages (including cover sheet) contained in this Addendum Number Two is two (2).

* * * * *

End of Addendum Number Two



Department of Aviation
Airport Office Building
8500 Peña Boulevard
Denver, Colorado
(303) 342-2200
www.flydenver.com



August 8, 2016

On Call Baggage Handling System Enabling Projects for TSA Relocation

CONTRACT NO. 201628516

ADDENDUM NUMBER THREE

This Addendum Number Three supersedes and/or supplements all portions of the Contract Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on page 22 of the Proposal Forms.

Rhodes, Dave -
DIA

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ou=Employees, ou=Engineering,
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Dave Rhodes
Project Manager
Airport Infrastructure Management



DENVER INTERNATIONAL AIRPORT

On Call Baggage Handling System Enabling Projects for TSA Relocation

CONTRACT NO. 201628516

ADDENDUM NUMBER THREE

Scope of this Addendum

Addendum Number Three includes modifications to the following Contract Documents issued July 11, 2016. These modifications are deemed necessary by the City and County of Denver.

SPECIAL CONDITIONS

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, **it is anticipated that no more than 80%** of the Work may be subcontracted. **However, this will be negotiated on a task by task basis.**

The total number of pages (including cover sheet) contained in this Addendum Number Three is two (2).

* * * * *

End of Addendum Number Three

INSTRUCTIONS TO PROPOSERS

IP-1 INSTRUCTIONS TO PROPOSERS

These Instructions to Proposers are a part of the Contract Documents and are intended to serve as a guide to Proposers. They are general in nature and may be amended or supplemented as needed to support any one specific Request to Proposal. Each Proposer shall prepare its Proposal in strict compliance with all requirements of the Contract Documents and by careful application of these instructions.

IP-2 SUBMISSION OF PROPOSALS

These Contract Documents contain Proposal Forms and Proposal Data Forms. The Proposer must complete these Proposal Forms and Proposal Data Forms and submit them as its Proposal.

Each Proposal must be enclosed in a sealed envelope, addressed to the Chief Executive Officer (CEO), showing on the face of the envelope the name of the Proposer, the project number, and descriptive title of the work for which the offer is made. The Notice of Request for Proposals identifies where and when the Proposal must be delivered.

Addenda to the contract documents will be issued by publication in their entirety on the DEN Contract Procurement Website, <http://business.flydenver.com/bizops/rfp.asp>, from which each addendum document may be downloaded by plan holders. Such addenda may include replacements for or additions to some or all of the pages of the Proposal Forms, and all Proposal Form pages added by addendum shall be submitted with the Proposal Forms. Either a complete addendum or a notice of its issuance will be posted on the Contractor's Bulletin Board. Prior to submitting proposals, Proposers shall read the Contractor's Bulletin Board and/or DEN Contract Procurement website to confirm that they have received all addenda.

If Sensitive Security Information ("SSI") will be provided to potential proposers prior to award of the Contract, each proposer shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, "Contractor Protection of Sensitive Security Information," or its successor. A copy of this Policies and Procedures document will be provided with the Proposal Documents, or upon request by the Department of Aviation, Business Management Services Office. Each proposer shall submit two (2) proposals in Adobe format on separate media (i.e. USB Flash Drive, Compact Disc, etc.) indicating Contract number 201628516, CONTRACT NAME - On Call Baggage Handling System Enabling Projects for TSA Relocation and respondent's organization. The proposals should include the following, completed and executed in accordance with the Contract Documents:

- (1) The Proposal Forms and Narratives
- (2) All Proposal Form pages which are included in any addendum to the Contract Documents

IP-3 COMPLETING AND SIGNING PROPOSAL FORMS

The Proposer must complete the Proposal Forms by legibly writing or printing in ink, words or figures, or both if required, all the Proposer’s offered prices for performing the work. All blank spaces that require a response of the Proposer must be properly filled in. In filling out the Proposal Forms, the Proposer should not make any strikeouts, interlineations, white outs, or erasures.

For any contracts containing unit prices, the Proposer shall specify in the Proposal Forms a unit price for each item for which a quantity is given and shall write in figures the products of the respective unit prices and quantities in the “Amount” column provided for that purpose.

Each Proposer must sign the Proposal Forms and give the Proposer’s current business address. If an individual, the signature must be of the individual offering the Proposal; if a partnership, the signature must be that of a general partner; and if a joint venture, by each joint venture participant in their individual capacity as a corporation, partnership, or individual; if a corporation, both the president or a vice president and the secretary must sign and the seal of the corporation must be affixed. Signatures of other persons may be acceptable if the Proposal contains evidence satisfactory to the CEO to prove that the other persons are authorized to bind the Proposer.

IP-4 UNACCEPTABLE PROPOSALS

The City will not accept Proposals from Proposers in arrears to the City upon debt or contract, or which are defaulters (as surety or otherwise) upon any obligation to the City, or that are deemed irresponsible or unreliable by the CEO. A history or pattern of litigation against the City and County of Denver by any Proposer, proposed subcontractor, interested party, or any person, firm, or corporation affiliated with any Proposer, among other items, will be considered by the CEO in determining the responsibility and reliability of Proposers. Proposers may be required to submit satisfactory evidence that they have a practical knowledge of the particular work proposed upon and that they have the necessary financial resources to complete the proposed work.

IP-5 ONLY ONE PROPOSAL ACCEPTED

The City will accept only one Proposal for the same work (Contract) from any one Proposer. This includes Proposals that may be submitted under different names by one firm or corporation. Evidence of collusion among Proposers shall be grounds for exclusion of any Proposer who is a participant in any such collusion.

IP-6 CONSIDERATION OF PROPOSALS

After the Proposals are opened and read and any discrepancies have been reviewed, Proposals will be compared based on the evaluation factors stated herein.

If a discrepancy exists between a price or amount written in words and the price or amount written in figures, the price or amount written in words shall govern, except

that in the case where a price or amount shown in figures has been crossed out and replaced with a new, legible, initialed figure, the initialed figure shall govern.

Any Proposal discrepancies that the City corrects in accordance with the general rules described above shall be corrected with the understanding that the Selected Proposer waives any claims against the City because of the Proposer's mistakes in its Proposal.

The City reserves the right to waive informalities, to reject any and all Proposals, and to advertise for new Proposals where it is in the best interest of the City.

IP-7 INFORMAL AND UNBALANCED PROPOSALS

Proposals shall be considered informal and may be rejected for the following reasons:

- (a) If the Proposal is on a form other than the Proposal Forms furnished by the City, or if the form is altered or any part thereof is detached.
- (b) If there are unauthorized additions, conditional or alternate Proposals, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous.
- (c) If the Proposer fails to acknowledge in the Proposal receipt of any or all addenda current on the date of opening of Proposals.
- (d) If the Proposal does not contain a unit price or lump sum amount for each item listed except in the case of authorized alternative items.
- (e) If there are strikeouts, interlineations, white outs, or erasures in the Proposal Forms.
- (f) If the Proposal is unbalanced so that (1) each pay item does not reasonably carry its own proportion of cost, or (2) any pay item contains an inadequate or unreasonable price.

IP-8 EVALUATION FACTORS FOR AWARD

Those proposals which have been properly submitted will be evaluated to determine a competitive range. The requirements in the Request for Proposals are considered to be minimum requirements. More points may be awarded for exceeding the minimum requirements. The proposals will be evaluated and scored on the following factors:

- (1) Experience and Past Performance
- (2) Airport Experience
- (3) Key Personnel
- (4) Management and Quality Control Plans
- (5) BIM and Scheduling Abilities
- (6) Diversity and Inclusivity in City Solicitations
- (7) Schedule of Rates and Markups

IP-9 NOTICE TO APPARENT BEST PROPOSER - EXECUTION OF CONTRACT

The Selected Proposer will be given written notice of such status on the form included in the Proposal Documents within ninety (90) days from the date of opening of Proposals.

The Selected Proposer shall execute the contract and return it to the City along with the required bonds and insurance forms within ten (10) consecutive calendar days from and including the date of the receipt of the contract. When the signed contract and the required bonds and insurance certificates are received, approval for the City to contract with the Selected Proposer shall be sought in accordance with the Charter of the City and County of Denver. Such notice shall not create any rights in the Selected Proposer to any contract with the City.

IP-10 QUANTITIES

Except for items designated as Lump Sum, the quantities appearing in the Task Orders are approximate only.

Payment to the Contractor will be based on the actual quantities of work performed, measured, and accepted or materials furnished in accordance with the Contract Documents.

IP-11 WEBSITE BULLETIN BOARD

It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions, and other information items relevant to the Proposal which appeared on the DEN Contract Procurement website at <http://business.flydenver.com/bizops.asp>.

IP-12 INTERPRETATION OF PROPOSAL DOCUMENTS

During the Proposal period, Proposers shall request, in writing, clarification or interpretation of any apparent errors or omissions in the contract documents, any apparent inconsistencies between different provisions of the contract documents, or any other point in the contract documents which the Proposer believes requires clarification or interpretation by the City. Any such request must be submitted in writing by email to contract.procurement@flydenver.com, must have the words "Request for Clarification" and "On Call Baggage Handling System Enabling Projects for TSA Relocation, 201628516" in the email subject line, and must be received not later than ten (10) calendar days before the date and time set for receipt of Proposals. For purposes of the contract, it shall be conclusively presumed that prior to proposing, the Proposer requested clarification or interpretation of any apparent errors, inconsistencies, or other point in the contract documents believed to require clarification or interpretation, and has waived the right to later claim extra payment or time extensions on account of any such error, omission, inconsistency, or other matter in the contract documents.

Information about any interpretation or clarification made by the City in response to such request will be posted on the DEN Contract Procurement website, <http://business.flydenver.com/bizops/bids.asp>. It shall be the Proposer's responsibility

to ensure it has reviewed all such interpretations or clarifications. After Proposals are opened, all Proposers must abide by the decision of the CEO or their authorized representative as to the interpretation or clarification. If the CEO or his authorized representative determines that his decision or interpretation requires that an addendum to the Proposal documents be issued, such addendum will be posted on the DEN Contract Procurement website. It shall be the Proposer's responsibility to ensure it has received all such addenda, and each Proposer must acknowledge receipt of all addenda on the Proposal Forms when it submits its Proposal.

Information about any interpretation or clarification made by the City in response to such request will be posted on the DEN Contract Procurement website, <http://www.flydenver.com/contracts>. It shall be the Proposer's responsibility to ensure it has reviewed all such interpretations or clarifications. After Proposals are opened, all Proposers must abide by the decision of the CEO or his authorized representative as to the interpretation or clarification. If the CEO or his authorized representative determines that the decision or interpretation requires that an addendum to the Proposal documents be issued, such addendum will be posted on the DEN Contract Procurement website. It shall be the Proposer's responsibility to ensure it has received all such addenda, and each Proposer must acknowledge receipt of all addenda on the Proposal Forms when it submits its Proposal.

The City shall not be bound by and the Proposer shall not rely on any oral interpretation or clarification of the Proposal Documents.

IP-13 WITHDRAWAL OF PROPOSAL

A Proposer may withdraw its Proposal (s) prior to the due date of submittals.

IP-14 PROPOSAL GUARANTEE; BONDS; INSURANCE

As a guarantee of good faith on the part of the Proposer, each Proposal must be accompanied by a Proposal guarantee consisting of either a certified or cashier's check made payable without condition to the order of the City and County of Denver or a proposal bond written by an approved corporation surety in favor of the City and County of Denver. If the Proposal of a proposer is acceptable and the proposer is notified by the CEO that it is considered to be the Apparent Best Proposer and said proposer fails to (1) execute a contract in the form prescribed, (2) furnish the payment and performance bonds described in Title 15 of the General Conditions, (3) furnish the required evidence of insurance described in Title 16 of the General Conditions or in the Special Conditions, or (4) satisfy any other condition precedent to contract execution within its power within five (5) working days after such notice is made by the City,

said proposal guarantee shall be forfeited to the City as liquidated damages and not as a penalty. The proposal guarantee shall be in the amount of \$50,000.00.

IP-15 RETURN OF PROPOSAL GUARANTEE

When the Apparent Best Proposer executes the contract and delivers to the City satisfactory performance and payment bonds and required insurance documentation, and any other conditions precedent to contract execution by the City have been satisfied, including, where applicable, City Council contract approval, the proposal guarantees of the proposers shall be returned to them.

IP-16 TAXES

1. General. Proposers are referred to the General Conditions, G.C. 323, as to taxes to which they may be subject in performing the Work under this contract, including but not limited to sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Conditions and not in lieu of them.
2. Sales and Use Tax. Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways, and other public works owned by the City and County of Denver at Denver International Airport are exempt from state, RTD, and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City and County of Denver.
3. Exemption Certificates – Sales and Use Tax. It is responsibility of the Contractor and its subcontractors to apply to the Colorado Department of Revenue (“CDOR”) for a certificate, or certificates, of exemption indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Proposers shall not include in their Proposal amounts the exempt State, RTD, and Cultural Facilities District Sales and Use Taxes.
4. Denver Occupational Privilege Tax. Any employee working for a contractor or a subcontractor who earns over \$500 working in Denver during a calendar month is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

IP-17 NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS

It is the policy of the City and County of Denver to prohibit discrimination in the award of construction contracts and subcontracts for public improvements. Further, the City and County of Denver encourages contractors to utilize minority and women owned businesses and to divide the construction work into economically feasible units or segments to allow the most opportunity for subcontracting.

IP-18 DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS

Department of Transportation (DOT) 49 CFR Part 26 (“Part 26”) applies to this Project and will be incorporated into any agreement entered into by the City and contained in County of Denver Proposal Documents. It is the policy of DOT and the City and County of Denver to ensure non-discrimination in the award and administration of DOT-assisted contracts financed in whole or in part with Federal funds. Consequently, the Proposers must fully comply with the DBE requirements of Part 26 in proposing and performing hereunder.

Part 26 provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO). As such, each proposer must comply with the terms and conditions of the Part 26 in making its proposal and, if awarded the Contract, in performing all Work thereunder. A proposer’s failure to comply with Part 26, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a proposal non-responsive and may constitute cause for rejection.

In order to comply with the proposal requirements of Part 26, a Proposer shall either meet the established DBE Project goal or, in the alternative, demonstrate that the proposer has made sufficient good faith efforts to meet the goal. In preparing a proposal to meet the established DBE Project goal, proposers should consider the following instructions relating to compliance with Part 26:

1. Under Part 26, the Director of the DSBO establishes a project goal for this project. The specific goal for this project is stated in the Notice of Request for Proposals bound herein.
2. In accordance with the requirements of Part 26, DSBO will evaluate each proposal to determine the responsiveness of the proposal to Part 26 requirements. In determining if a proposer’s committed levels of participation meet or exceed the stated DBE goal, DSBO will base its calculation of applicable amounts and percentages on the total base proposal amount, not including any listed alternates, of each proposal.
3. In accordance with Part 26 the City and County of Denver will require the total DBE participation commitment to be achieved in accordance with the following:

DBE proposers can count themselves for self-performance toward meeting the DBE goal, but only for the scope of work and at a percentage level that is performed by the DBE’s own forces.

Work actually performed by DBEs is deemed to include the cost of materials and supplies purchased and equipment leased by the DBE from non-DBE sources. Work subcontracted can only count if the subcontractor is another DBE.

The entire fee or commission charged by a DBE, if reasonable and not excessive, will be counted.

Under Joint Ventures, the total value of distinct and clearly defined portions of the work of the contract that the DBE performs with its own workforce will be counted.

Each DBE must perform a "commercially useful function" to be counted toward the goal and at least 30% of the work must be performed by a DBE of the total cost of its contract for the DBE to be presumed to be performing a "commercially useful function".

Supplies or materials can be only counted for 60% of the total cost of the materials or supplies toward meeting the DBE goal and a DBE manufacture can count 100% of the cost of the materials or supplies toward the goal.

In utilizing the DBE participation of a broker, only the bona fide fees and commissions earned by them for their performance of a commercially useful function will count toward meeting the project goals. The proposer must separate the bona fide brokerage fees and commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the goal.

In accordance with Part 26 the proposer agrees that it is committed to meeting either the DBE participation goal or the DBE participation set forth in its statement of good faith efforts. This commitment must be expressly indicated on the "Commitment to Disadvantaged Business Enterprise Participation" form included with the Proposal Form. This commitment includes the following understandings:

1. The proposer understands it must maintain the committed DBE participation goal level throughout the life of the Contract consistent with 49 C.F.R. Section 26.53(f).
2. The proposer understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress toward satisfying the DBE participation goal and other affirmative action efforts.
3. The proposer understands that if Change Orders or any other Contract modifications are issued under the Contract, the proposer shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such Contract, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
4. The proposer understands that if change orders or other contract modifications are issued under the Contract that include an increase in the scope of work of a contract

for construction, reconstruction, or remodeling, 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 a DBE at the time of contract award, then such amendment, change order or other modification shall be contemporaneously submitted to the DSBO. 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 or by the Proposer shall be subject to goals or good faith efforts for DBEs equal to the original goal on the contract which were included in the proposal.

All proposers are charged with knowledge of and are solely responsible for complying with each requirement of Part 26 in making a proposal and, if awarded, in performing the Work described in the Contract Documents. These instructions are intended only to generally assist the proposer in preparing and submitting a compliant proposal. Should any questions arise regarding specific circumstances, proposers must consult 49 CFR Part 26, appropriate DOT Rules and Regulations, or contact the Project's designated DSBO representative at (720) 913-1700.

INSTRUCTIONS TO PROPOSERS - All proposers must submit a DSBO's Proposer's Information Form for themselves, as well as any subcontractor/supplier/manufacture/manufacture representative/broker that contacted the proposer or that the proposer contacted who provided a proposal or quote, regardless if the firm is a DBE or a non-DBE firm. DSBO is required by DOT 49 CFR Part 26 Regulations to create and maintain a proposers list on DOT-assisted projects. Therefore, proposers need to provide these completed forms at the time of proposal as a part of their Proposal Form and Submittal Document.

IP-19 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

Each proposer shall, as a condition of responsiveness to this solicitation, complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Proposal.

Using the "Diversity and Inclusiveness in City Solicitations Information Request Form" please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the "Diversity and Inclusiveness in City Solicitations Information Request Form" will provide an opportunity for City contractors to describe their own diversity and inclusiveness practices. Contractors are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor's current practices, if any.

Diversity and Inclusiveness information provided by City contractors in response to City solicitations for services or goods will be collated, analyzed, and made available in

reports consistent with City Executive Order No. 101. However, no personally identifiable provided by or obtained from contractor's will be in such reports.

In order for the agency or City to consider the bid or proposal, Contractors must complete the electronic version of the Diversity And Inclusiveness In City Solicitations Form then **print the completed form and include the hard copy as part of its proposal documents. A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.** The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

IP-20 WAGE RATE REQUIREMENTS

Pursuant to Section 20-76 of the Revised Municipal Code, the Proposer selected to perform this contract shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at the time of payment, computed wage rates not less than those shown on the current prevailing wage rate schedule included in the contract Proposal documents and any addenda thereto. If the City's Career Service Board issues a modification to those wage rates more than ten (10) days prior to the scheduled Proposal submission, those modifications will be published in an addendum issued by the City to all prospective Proposers. The City may, in its sole discretion, determine on a case-by-case basis whether wage rate modifications issued by the Career Service Board ten (10) days or less before the Proposal opening will be included in an addendum. If they are included in an addendum, the City may, in its sole discretion, elect to postpone the date of Proposal opening.

If the term of the contract extends for more than one year, the minimum City prevailing wage rates which contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the contract which begins such subsequent period. In no event shall any increases in prevailing wages after the first anniversary of the contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by all contractors entering into such contract with the City.

IP-21 CONSTRUCTION SCHEDULING

Scheduling requirements for this contract will be issued per task.

IP-22 EQUAL EMPLOYMENT OPPORTUNITY

1. Article III, Division 2 of Chapter 28 applies to this contract. It is the policy of the City to provide equal opportunity in employment without regard to race, color, creed, sex, national origin, religion, marital status, or political opinion or affiliation. It is hereby deemed and declared to be for the public welfare and in the best interest of the City to require Proposers, contractors and subcontractors soliciting and receiving, directly or indirectly, compensation from or through the City, for the performance of such contracts, to meet certain affirmative action and equal employment opportunity requirements. Additionally, contractors and subcontractors that hold any contracts which are federally-

assisted shall be required to adhere to the Department of Labor's Contract Compliance program under Executive Order 11246 as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60-4.

2. After the Notice to Apparent Best Proposer has been issued, the Selected Proposer shall submit the following to the Small Business Opportunity Division:
 - (a) A statement that the Proposer shall implement the affirmative action steps set forth in the Rules and Regulations and Proposal Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, attached hereto, or the Proposer's affirmative action plan which meets these requirements, and
 - (b) A projection of its anticipated workforce for this contract on the attached "EEO Questionnaire." Both of these submittals are required before the Small Business Opportunity Division will approve the Notice to Proceed.
3. The Proposer which is awarded this contract shall comply with the provisions and requirements, including the goals disadvantaged business participation and specific affirmative action steps, set forth in the Rules and Regulations and Proposal Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, as said rules and regulations may be amended or readopted from time to time by the Manager of Public Works or the Director of the Small Business Opportunity Division.

IP-23 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of its Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any government contract by any Federal, State, or local government department or agency. It further agrees by submitting its Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to its Proposal.

IP-24 INSURANCE REQUIREMENTS, ROCIP PROGRAM, SAFETY MANUAL

In preparing its Proposal, the Proposers shall assure that insurance requirements contained in the Contract Documents are met. In accordance with the provisions of General Contract Condition 1601, INSURANCE, the minimum insurance requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER INSURANCE CERTIFICATE** contained in the Special Conditions Section of the Contract Documents. Proposers are urged to consider in preparing a proposal hereunder that the Contractor and all subcontractors performing Work on the Project

must comply with each condition, requirement or specification set forth in the form certificate, unless such requirements are specifically excepted in writing by the City's Risk Management Administrator. The Contractor must either include all subcontractors performing work hereunder as insureds under each required policy or furnish a separate certificate (on the form certificate provided) for each subcontractor.

The City may at its sole option provide a Rolling Owner Controlled Insurance Program (ROCIP), which coverage City agrees will be primary over any other insurance provided by an enrolled party. A copy of the ROCIP proposed coverage and Safety Manual are included in the Contract Documents. Proposer should review the proposed coverage and Safety Manual in preparing its proposal. Proposer shall submit additional insurance costs if the City determines not to provide an ROCIP.

IP-25 EVALUATION OF QUALIFICATIONS

The City's Evaluation and Selection Committee will review and evaluate the written qualifications based upon the Proposer's demonstrated experience and qualifications in the scope of services required. The Proposer's ability to present its qualifications in writing, in a clear, concise and organized manner will be considered in the evaluation. The City shall then, taking into consideration the recommendations of the Evaluation and Selection Committee, select the most qualified Proposer for contract negotiations.

IP-26 INVOICING

The Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. All fees associated with the CPM System are to be paid by the Contractor prior to billings for any work performed (the "Textura Fee").

The Textura fee is reimbursable back to the Contractor as a direct expense with no markup applied. The City reserves the right to remove any markup to the fee, or reject from consideration any Proposals that erroneously calculates the fee to include a markup.

The attached Textura Fee Schedule, included in the proposal documents, is only to be used as a reference.

IP-27 PROJECT CONTROLS REQUIREMENTS

The Contractor will be required to use the designated Project Management Information System (PMIS) as set forth in the Technical Specifications. The PMIS is Airport Infrastructure Management's tool for project and information management, data analysis and document control. Denver International Airport will be responsible for providing the licensing and training for PMIS.

IP-28 PROJECTED SCHEDULE

This projected schedule is an estimated timeline and is subject to change at the sole discretion of the City.

Event	Date
Proposal Advertisement	Monday, July 11, 2016
Pre-Proposal Meeting	Wednesday, July 20, 2016
Last Date to Submit Questions	Monday, August 1, 2016, 2:00 PM
Proposal Due Date	Wednesday, August 10, 2:00PM

PREVAILING WAGES

The Prevailing Wage Schedule(s) which apply to this contract are contained in the pages immediately following this page. These pages are not included in the page numbering of this contract document.



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Alena Duran, Associate Human Resources Professional
DATE: Monday, June 6 2016
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor.

The attached Prevailing Wage Schedule is effective as of **Friday June 3, 2016** 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. CO160030
Superseded General Decision No. CO20150030
Modification No. 4
Publication Date: 06/03/2016
(4 pages)

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

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO160030 06/03/2016 CO30

Superseded General Decision Number: CO20150030

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	03/18/2016
4	06/03/2016

ASBE0028-002 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 28.98	13.03

CARP0055-002 05/01/2015

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 25.00	6.19

CARP1607-001 06/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 31.00	11.88

* ELEC0068-012 06/01/2016

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 33.85	13.99

ELEV0025-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.47	30.285+a+b

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.

ENGI0009-017 10/23/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

IRON0024-009 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.05	11.14

IRON0024-010 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.05	11.14

PAIN0079-006 02/22/2016

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.00	6.91

PAIN0079-007 02/22/2016

	Rates	Fringes
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DRYWALL FINISHER/TAPER.....	\$ 21.05	6.91

PAIN0419-001 07/01/2015		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 16.70	10.09

PAIN0930-002 07/01/2015		
	Rates	Fringes
GLAZIER.....	\$ 30.52	8.12

* PLUM0003-009 06/01/2016		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 38.43	15.19

PLUM0208-008 06/01/2015		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 35.35	13.39

SFCO0669-002 01/01/2016		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.43	19.50

SHEE0009-004 07/01/2015		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 32.85	14.63

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).....	\$ 17.68	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...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	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.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

Office of Human Resources

Supplemental rates
(Specific to the Denver projects)
Supp #101, Date: 11-19-2015

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermakers		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Paper Hanger		\$20.15	\$6.91
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Mechanic		\$18.48	
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Tile Setter-Tile Finisher-Floor Grinder-Base Grinder		\$20.24	\$8.14
Power Equipment Operators:			
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation” rates published by the Federal Davis-Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls.
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer.
- Cleanup incidental to the craft performing work can’t be classified as Laborer-Common.
- See Denver City Auditor’s Office Prevailing Wage Clarification of Determinations 2015 Prevailing Wage Section Clarification of Determinations for list of complete classification uses at Denvergov.org/Auditor.



HENSEL PHELPS

Plan. Build. Manage.



ON CALL BAGGAGE HANDLING SYSTEM ENABLING PROJECTS for TSA RELOCATION

DENVER INTERNATIONAL AIRPORT



ADDRESS

501 Lincoln Street
Denver, Co 80203



PHONE

t. (720) 398-5700
f. (720) 398-5725

CONTRACT NO: 201628516

AUGUST 17, 2016



HENSEL PHELPS
Plan. Build. Manage.

August 17, 2016

City and County of Denver- Aviation Department
Attn: Kim Day, CEO
Business Management Services (Procurement) Office
Airport Office Building, Room 8810
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249

Subject: Response to Request for Proposal On Call Baggage Handling System Enabling Projects for TSA Relocation,
Contract No: 201628516

Dear Ms. Day:

Hensel Phelps is pleased to be responding to this Request for Proposal for the On Call Baggage Handling System Enabling Projects for TSA Relocation contract. Hensel Phelps is uniquely qualified to respond to the requirements of this contract as the largest national airport contractor (Building Design + Construction) with more than \$11.8 billion worth of experience at active airports. In Denver and across the country, we have successfully completed numerous projects involving Baggage Handling Systems including the latest in automated BHS.

Additionally, Hensel Phelps has been delivering as an on-call general contractor for more than 30 years. This experience includes: more than \$1 billion worth of task orders issued through government Indefinite Delivery / Indefinite Quantity (IDIQ) contracts throughout the country; redevelopment programs at some of the largest airports; and on-call general construction for a variety of clients, including airports, aviation clients, hospitals and manufacturing plants. Hensel Phelps' on-call experience also includes multiple on-call general contracts at DIA with seamlessly executed task orders with no disruption to mission-critical operations, delivered on-time and/or ahead of schedule. Our knowledge of the DIA Baggage System from System Modifications and from Operations and Maintenance is unparalleled.

Hensel Phelps takes pride in the fact that we have assembled an extremely experienced team that includes extensive aviation experience. Our team offers intimate knowledge of working at DIA, having worked on previous on-call contracts and other complex DIA projects since 1993. Our key personnel will be supported by an additional group of subject matter experts that can be called upon for expertise in quality, commissioning, M/WBE compliance, aviation safety and operational protocols and complex mechanical and electrical services.

Hensel Phelps looks forward to continuing its long and trusted partnership with DIA through this on call contract. Please contact me with any questions (phone: 970.352.6565) or email: abliesmer@henselphelps.com.

Sincerely,

HENSEL PHELPS CONSTRUCTION CO.

Allan Bliesmer, DBIA
District Manager and Vice President



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PROPOSAL LETTER

PROPOSER Hensel Phelps Construction Co.

Chief Executive Officer
City and County of Denver
Business Management Services (Procurement) Office
Airport Office Building, Room 8810
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249

This letter is in response to the Notice of Request for Proposals first published on July 11, 2016, for Contract No. 201628516, Denver International Airport, On Call Baggage Handling System Enabling Projects for TSA Relocation.

The project consists of:

Using the bulk of the contract capacity to construct a Level 5.5 equipment platform in the Jeppesen Terminal below the current ticket counter areas on the East side and in Module 1 of the West side. Baggage conveyor systems will be installed on this level to accommodate a remodel of the ticket counters. Additionally, modifications will be made to the Level 6 curb wall to accept bags inside the terminal and conveyed into the existing bag belts that currently handle curbside checked bags. Other work to accommodate the TSA relocation may be included as separate task orders as required. Work will consist of structural platform installation, electrical, special systems, mechanical and general construction of Level 5 ceilings. Temporary protection of the Level 5 operations are required.

The undersigned Proposer declares that it has carefully read and examined all of the contract documents which include, but are not limited to, Construction Contract General Conditions, Special Conditions, Instructions to Proposers, and EEO provisions. Proposer hereby proposes to furnish all labor, materials, equipment, tools, transportation and services, and to discharge all duties and obligations necessary and required to perform and complete the Work as required in the Contract Documents and the Task Order Documents as provided.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

Addenda Nos.: Addenda #1, Addenda #2, and Addenda #3

The undersigned agrees that this Proposal is a firm offer to the City to perform and complete the Contract described above, which cannot be withdrawn for one hundred twenty (120) calendar days after the Proposals are opened or until after a contract for the work described in these Proposal documents is fully executed by the City, whichever date is earlier.

The undersigned Proposer hereby agrees to appear at Denver International Airport, Business Management Services Office, Room 8810, Airport Office Building, at any time within ten (10) consecutive calendar days from the date of a written notice from the CEO to do so, mailed, emailed, or faxed to the business address of Proposer and at that time the Proposer shall: (1) deliver an executed Contract which conforms with this Proposal; (2) furnish the required performance and payment bonds in the sum of One-Hundred Thousand Dollars \$100,000.00, executed by a surety company acceptable to the CEO; and (3) furnish the required insurance documents.

Enclosed herewith is a Proposal guarantee, as defined in the Instructions to Proposers, in the amount of which Proposal guarantee the undersigned Proposer agrees is to be paid to and become the property of the City as liquidated damages should the Proposal be considered to be the best by the City and the undersigned Proposer notified that it is the apparent best Proposer and it fails to enter into contract in the form prescribed and to furnish the required performance and payment bonds and evidences of insurance within ten (10) consecutive calendar days as stipulated above.

Attached and incorporated herein are the following proposal forms:

- (1) Experience and Past Performance
- (2) Airport Experience
- (3) Key Personnel
- (4) Management and Quality Control Plans
- (5) BIM and Scheduling Abilities
- (6) Diversity and Inclusivity in City Solicitations
- (7) Schedule of Rates and Markups

All of the sections must be answered and any requested submittals included in the order listed above. Proposer acknowledges that the City may incorporate, at its option, any or all of the data submitted by the Proposer into a contract arising out of this Proposal.

The undersigned Proposer acknowledges the right of the City to waive informalities in the Proposals, to reject any or all Proposals submitted, and to re-advertise for Proposals.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and is satisfied that they are accurate; that it has carefully checked all words and figures and all statements made in these Proposal forms; and that it has satisfied itself with respect to the actual site conditions and the nature and location of the Work, the general and local conditions which may be encountered in the performance of the Work, and other matters which in any way affect the Work or the cost thereof.

[CERTIFICATION AND SIGNATURE ON FOLLOWING PAGES]

This Proposal is submitted upon the declaration that neither, I (we), nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing in connection with this Proposal.

Dated this 17 day of August, 2016.

BUSINESS ADDRESS OF PROPOSER:

501 Lincoln Street

City, State, Zip Code:

Denver, CO 80203

Telephone Number of Proposer:

(720) 398-5700

Fax Number of Proposer:

(720) 398-5725

Social Security or Employer Id. No. of Proposer:

84-0876644

SIGNATURE OF PROPOSER:



PRINT NAME OF PROPOSER:

Hensel Phelps Construction Co.

Attest:

(Corporate Seal)

Allan Bliesmer

Rak P. Muzin

Secretary

By:

AM Bliesmer
Vice President



EXPERIENCE & PAST PERFORMANCE

A EXPERIENCE WITH MEETING SCHEDULES, EXPERIENCE IN THE SPECIALIZED WORK OF THIS CONTRACT, WITH MANAGING COSTS, WITH SOLVING PROBLEMS, WITH MAKING REPAIRS DURING THE WARRANTY PERIOD AND WITH THE ABILITY TO SATISFY PREVIOUS CUSTOMERS

Hensel Phelps is uniquely qualified to respond to the requirements of the On-Call Baggage Handling System Enabling Project for TSA Relocation at Denver International Airport (DIA). As the largest national airport contractor (Building Design + Construction) with more than \$11.8 billion worth of experience at active airports, Hensel Phelps provides competitive task order costs estimates and projects scheduled with thorough planning, phasing, integrated team management, cost management, adequate risk mitigation, and creative problem solving capabilities. In Denver and across the country, we have successfully completed numerous projects involving Baggage Handling Systems including the latest in automated BHS.

Additionally, Hensel Phelps has been delivering as an on-call general contractor for more than 30 years. This experience includes: more than \$1 billion worth of task orders issued through government Indefinite Delivery / Indefinite Quantity (IDIQ) contracts throughout the country; redevelopment programs at some of the largest airports; and on-call general construction for a variety of clients, including airports, aviation clients, hospitals and manufacturing plants.

Hensel Phelps' on-call experience also includes multiple on-call general contracts at DIA with seamlessly executed task orders with no disruption to mission-critical operations, delivered on-time and/or ahead of schedule. Our knowledge of the DIA Baggage System from System Modifications and from Operations and Maintenance is unparalleled.

MEETING SCHEDULES. Hensel Phelps is often recognized for not only meeting project schedules, but in many cases, delivering projects early to their clients. A clear advantage to the Hensel Phelps integrated building process is the ability to accelerate and tailor the design and construction schedules to best meet the logistical and phasing realities of the Project. .



We involve major subcontractors early; specifically mechanical, electrical, plumbing, structural steel, fire protection, and drywall. We believe early procurement of critical subcontractors has shown to be a valuable part of the early scheduling process. These trades will have the most effect on activity duration planning and current manpower needs for the project, thus, creating a realistic baseline schedule. A realistic baseline schedule can only be developed after completely understanding the specifics of a Task.

Once construction is underway, the schedule for each Task will be updated once of week. Hensel Phelps holds weekly subcontractor meetings to review the updated schedule. Weekly monitoring results in early identification of schedule slippage which allows the Hensel Phelps management team to make course corrections throughout the execution of the Task.

DESCRIBE:

A TIME WHEN YOU WERE NOT ON SCHEDULE AND WHAT YOU DID TO GET BACK ON TRACK.

Hensel Phelps recently completed a highly secure government project for a national security agency in the Denver Metro area. Due to the sensitive / classified nature of the project, there were strict employee background checks requirements for all personnel that were allowed onsite. Numerous subcontractors had extreme difficulty getting their employees cleared to work on site. These manpower shortages resulted on constant schedule challenges. Hensel Phelps used numerous strategies to overcome these manpower shortages in order to maintain schedule:

- » To overcome a shortage of ironworkers, Hensel Phelps engaged a third party structural engineer to analyze the structure. To take structural steel off of the critical path, minimal temporary bracing was added that allowed the concrete-on-metal-deck slabs to start per the CPM schedule but prior to the completion of the structural floor diaphragm.
- » To overcome shortage of manpower for the drywaller and painter, Hensel Phelps paired our subcontractors with other drywall and painting subcontractors (in effect, their competition) who were able to provide supplemental manpower. The drywall crews chose to use blended crews while the paint crews chose to keep the crews separated by area of the building.
- » To overcome manpower shortages on the fueling system installation, Hensel Phelps used our knowledge of the subcontractor community and introduced our fueling subcontractor to a mechanical subcontractor who specializes in industrial mechanical systems. With our urging, the fueling subcontractor performed all fuel piping fit-up/tack welding and contracted the production welding to the specialty mechanical contractor.

- » To overcome manpower shortages on in the installation of raised access flooring (RAF), Hensel Phelps supplemented the RAF crews with Hensel Phelps carpenters.

The same facility had very complex Mechanical, Electrical, Plumbing and Fire Protection/Alarm (MEPF) system. To understand the design intent, resolve design concerns and to assure that the construction team had a very intimate knowledge of all systems and system interactions, Hensel Phelps implemented separate weekly meeting with the Design Team and Owner for Mechanical, Electrical, Supervisory Control & Data Acquisition (SCADA), and as needed meetings for Fueling, Fire Protection and Fire Alarm. The two years of meetings identified and resolve untold issues while there was still time to make changes in the field. These collaborative meetings ultimately allowed the construction team to have an in depth understanding of all systems and all the expected/required system interactions. All this effort and knowledge ultimately lead up to the successful startup of all equipment and the successful/timely commissioning of not only individual systems, but all system interactions and the building as a whole. Without these proactive meetings, the Construction/Startup/Commissioning Team would not have been able to maintain schedule for startup and commissioning and the systems would not have performed and expected/required. Only by instituting these meetings early in construction were we able to turn over a functional facility on schedule.

SPECIALIZED WORK EXPERIENCE. Hensel Phelps has successfully delivered more than 300 separate contracts that include aerospace, aviation (airside and landside) and air traffic control towers. This portfolio includes major terminal modernizations, baggage handling modification replacements, terminal infrastructure upgrades, installation of the underground tunnel that is used for the people mover, baggage transfer upgrades, escalator replacements, concession build-outs, multiple airline relocations, flight simulator / training facilities, passenger boarding bridge refurbishment / replacements and on-call general construction. Hensel Phelps' proven management tools have enabled them to respond quickly and efficiently to task orders / change order contracts without impacts to mission-critical operations.

MANAGING COSTS. Hensel Phelps has a systematic approach to managing costs. The first goal for managing the DIA on-call task order costs is to fully understand the scope of each task order. This knowledge results in the determining the schedule duration, schedule constraints, capable subcontractors, staffing levels, protection measures for the traveling public, phasing constraints based on DIA/Airline operations. All these items determine the initial Task cost. Once construction has started on a Task, Requests for Information (RFI) are issued for to resolve/document field issues. Any RFI that has cost associated with it is tracked on the Change Estimate (CE) Log. The CE Log is reviewed weekly in the DIA/Hensel Phelps Owner's Meeting so that all stakeholders are immediately aware of any and all cost issues. Timely notification of cost issues allows DIA & Hensel Phelps to proactively manage the cost of each Task.

PROBLEM SOLVING. Hensel Phelps is an innovator in solving complex design and construction issues without impacts to mission-critical operations. Some examples of Hensel Phelps' problem solving skills are provided on the previous page.

REPAIRS DURING WARRANTY. Warranty items are quickly and efficiently addressed through Hensel Phelps' MEO Call Center, which provides clients with 24x7 warranty management. The MEO Call Center is staffed with Subject Matter Experts (SME) who have extensive facility knowledge and expertise. Each SME immediately dispatches calls to appropriate discipline(s) who are issued a work order for each item. DIA personnel can monitor each work order in real-time, through Hensel Phelps' MEO Call Center, which is accessible by phone, internet and/or mobile device. Hensel Phelps' project manager and superintendents receive notification regarding each item and they then follow-up to ensure it is appropriately resolved and taken care of satisfactorily.

ABILITY TO SATISFY CUSTOMERS. A testament to Hensel Phelps' ability to satisfy client needs is their impressive portfolio of more than 250 repeat clientele. This includes 29 separate contracts at DIA (for DIA, UAL and baggage vendors), 34 contracts at Austin-Bergstrom International Airport, 32 contracts at D/FW Airport, 20 contracts at Norman Y. Mineta San Jose International Airport (including 51 task orders), and 12 contracts at LAX. Included in this work are numerous baggage system related contracts for maintenance temporary and permanent systems.

Additionally, the satisfaction clients have experienced with Hensel Phelps executing timely, competitive work, has resulted in several negotiated contracts from their many repeat clientele.

Hensel Phelps is also recognized nationwide for award-winning performance—a recipient of **more than 90 industry awards for excellent project management, coordination and collaboration on aviation projects.**

B PROVIDE AN EXAMPLE WHEN A PROJECT PRESENTED DIFFICULT TECHNICAL, CUSTOMER OR COORDINATION ISSUES AND DESCRIBE HOW YOU RESOLVED THE ISSUE.

Hensel Phelps recently completed the renovation of Terminal 6 to support Alaska Airlines full operations at Los Angeles International Airport (LAX). The Hensel Phelps team relocated Alaska Airlines (AS) from Terminal 3 into Terminal 6. The project included a new state-of-the-art in-line baggage screening system to replace the existing baggage handling system, as well as an overall terminal upgrade.

At the onset of the project, the location of the new CBIS and CBRA had not been sufficiently programed. Because of this there was no real plan for how to keep the operating terminal fully functional throughout the installation of the brand new checked baggage inspection system. In addition, there were a series of individual single EDS inline baggage screening systems that needed to be decommissioned, temporarily relocated and consolidated while at the same time not disrupting the bag screening process.

Hensel Phelps, as the CMaR, worked side by side with the architect (Fentress) and the baggage system designer (BNP Associates) to come up with a baggage handling system design strategy that not only created a state of the art baggage screening system, but one that also could be constructed while also maintaining baggage screening and airport operations. The process began with determining where the best location for the baggage make-up area should be to support ramp access in and out of the terminal and the gate plan. Once the make-up area was established, the team focused on what areas could be used to create the CBIS and CBRA. This was complicated by the fact that the ticket lobby ticket lobby and curbside input conveyors were for all intents and purposes not changing in their basic configuration. Hensel Phelps along with design team brainstormed different options and conveyor configuration in a collaborate approach to solving the problem of where to place the CBIS and CBRA. The end product was a BHS layout and phasing plan that first built out a portion of the permanent baggage make-up area with connections back to the ticket lobby and curbside conveyors. This allowed Hensel Phelps to create a temporary three CTX machine manual screening array utilizing the installed make-up units.

Once the temporary screening operations were in place and running, Hensel Phelps set out to clear some large freed up areas, to create new right-of-ways and to construct new terminal additions to support the final BHS layout. Finally once all of the new conveyor and EDS screening equipment was in place, tested and approved for use by the TSA, the temporary systems were decommissioning in an overnight cutover and the permanent system went into full operation. Were it not for the upfront collaboration effort between Hensel Phelps and the design team, there more than likely would have been significant operational and constructability issues with installing the new inline baggage screening system that could have rippled through other elements of the project's design, and which could have impacted airport operations, schedule and cost. The BHS installation work, though not easy, was executed in a manner that didn't disrupt airport and airline operation and which delivered by state-of-the-art system for Alaska Airlines and LAX.

C INFORMATION FOR UP TO THREE CONSTRUCTION PROJECTS, WHICH THE PROPOSER HAS PERFORMED FOR GOVERNMENTAL AGENCIES WITHIN THE PAST FIVE YEARS

MOUNTAINVIEW OPERATIONS FACILITY

BUCKLEY AFB, COLORADO
US ARMY CORPS OF ENGINEERS
7/28/15 • \$132,000,000

This Department of Defense project was contracted and managed by USACE on Buckley AFB, Colorado. It consists of the development of a previously unused portion of a campus-type facility, including the construction of a 200,000 SF Operations building, a power plant, and a central chiller plant. The power plant houses five generators with sufficient power to completely supply the facility. Unique features include a 120,000 SF green roof and a 189,000 SF permeable paver parking lot.

ISSUE RESOLUTION EXAMPLE: The project site is adjacent to, and shares utilities with, an active “mission critical” facility which required extensive site utilities coordination to guarantee no unplanned outages. Hensel Phelps conducted extensive coordination and communication with USACE and various user-groups on a frequent-recurring basis. Site utilities, particularly power and communication, required coordination with multiple parties. By-passes were constructed and installed, along with carefully planned outages, to maintain operations and avoid adverse impacts of internal assets.



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FORT CARSON 13TH COMBAT AVIATION BRIGADE ASB HANGAR

FORT CARSON, COLORADO
US ARMY CORPS OF ENGINEERS
10/31/14 • \$54,685,000

The ASB Hangar is a design-build project of a Division Aviation Support Maintenance Hangar for a Combat Aviation Brigade. Primary facilities include the standard design maintenance hangar, aircraft aprons, and aircraft wash aprons. The hangar building consists of 48,000 SF of administration space, including offices, shop areas, work benches, and locker rooms, and 87,000 SF of hangar space.

The new operations and maintenance facility supports the 13th Combat Aviation Brigade stationed at Fort Carson, CO. In addition to the operations and maintenance facilities, the project scope includes parts storage and repair shops, airfield improvements, utilities, and site improvements.

The hangar is designed to house Blackhawk, Apache, Kiowa, and Chinook helicopters. Supporting facilities include electric service, water, sewer, paving, sidewalks, curbs and gutters, parking, storm drainage, site work, and exterior information systems. The airfield paving includes almost 521,000 SF of paving around the hangar and Air Traffic Control Tower.

To meet a Department of Defense mandate that the Butts Army Airfield (BAAF) and 13th Combat Aviation Brigade be a Net Zero Energy Installation by the year 2020, the ASB Hangar was designed to outperform ASHRAE 90.1 2007 baseline building energy consumption levels by 50%. The high-bay Hangar facility will achieve NetZero with respect to energy consumption utilizing a combination of Ground Mounted, Roof Mounted, Covered Parking Photovoltaic Panel Arrays, and the energy efficient components: Improved building envelope • LED lighting throughout the facility • Variable speed air compressors • Automated lighting controls and day lighting • In-slab radiant heating systems • Energy recovery ventilation • Low-flow plumbing fixtures • Transpired solar collectors • Building automation system

Ultimately this facility will realize annual energy savings of 4,979 MWh.

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FORT CARSON 13TH CAB ATCT CONTROL TOWER

FORT CARSON, COLORADO
US ARMY CORPS OF ENGINEERS

3/31/14 • \$12,511,000

The project consists of the design and construction of an Air Traffic Control Tower and Airfield Support Building for the 13th Combat Aviation Brigade. The primary facility consists of a 10 story tower with attached single story support and operations building. Supporting facilities include electric service, water, sewer, paving, walks, curbs, gutters, parking, storm drainage, site work, and exterior information systems.

The air traffic control tower that serves as the primary FAA or International airspace interface, controlling all ground and air movement on this Army Aviation Complex. The Air Traffic Control structure is composed of three modules: the Tower Cab, the Tower Vertical Shaft, and the Base Operations Building. This project included a building design that achieved energy consumption of at least 50% less than the consumption of a baseline building, meeting the minimum requirements of ASHRAE Standard 90.1-2007; as well as the design and implementation of a progressive collapse steel structure. The project further exceeded owner requirements by achieving an air barrier leakage rating of 0.13CFM/SF@75Pa. This high performance / energy efficient structure exceeded the LEED Silver requirement from the USACE and has been certified as a LEED Gold structure by the US Green Building Council.



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A DEMONSTRATE CURRENT OR PREVIOUS PROJECTS AT LARGE HUB OPERATION AIRPORTS OR CATEGORY X AIRPORTS

Recognized as a national leader in aviation construction, Hensel Phelps has successfully delivered projects at 320 airports nationwide with a combined value exceeding \$11 billion. This experience includes projects for the Federal Aviation Administration (FAA), local and regional aviation authorities, the Department of Defense, as well as private airlines.

The single most important element to mitigating airport operational impacts is Hensel Phelps' team of dedicated project management staff who bring a strong understanding of airport operations and systems. These experts are particularly cognizant of the extremely complex issues related to not only airport operations, but also the critical electrical and mechanical systems, information technology systems, and passenger experience that can be impacted by construction. Because of this approach, Hensel Phelps' airport client relationships have lasted decades because of the successful completion of multiple projects and excellence in program management at some of the nation's largest airports.



LIMITATIONS IN: ACCESS, PARKING, LAYDOWN AREAS, HOURS & TIMES OF DAY WORK CAN BE PERFORMED



SECURITY SENSITIVE INFORMATION



ADHERENCE TO SECURITY AND OPERATIONS



BAGGAGE HANDLING SYSTEMS



MULTIPLE FEDERAL AGENCIES, AIRLINES AND TENANTS



CRIMINAL BACKGROUND CHECKS AND BADGING REQUIREMENTS








DENVER, COLORADO

UNITED BAGGAGE HANDLING SYSTEM (UBHS) OPERATIONS AND MAINTENANCE 1996-2005

CLIENT · COMPLETION DATE · VALUE
 UNITED AIRLINES · 2005 · \$108,000,000

PPM oversaw baggage system enhancements and technology upgrades that resulted in the baggage system availability climbing from 96.5% to 99.95%. As a result of these system improvements, the O&M workforce was reduced from 186 positions to 104 positions. Workforce reductions were obtained through attrition, not through layoffs. All savings were realized by United Airlines through the Cost-Plus contract structure.



DENVER, COLORADO

DIA ON-CALL GENERAL CONSTRUCTION 2001 & 2009



CLIENT · COMPLETION DATE · VALUE

DENVER INTERNATIONAL AIRPORT · 2003 & 2011 · \$9,800,000 & \$19,000,000

DIA has awarded Hensel Phelps three On-Call General Construction contracts. Two contracts have been completed and the third contract is just beginning. Through these On-Call contracts, Hensel Phelps has completed diverse tasks for DIA including:

- » Upgrade to the monitoring systems at the DIA storm water detention ponds.
- » Tenant finish changes for use by DIA and the airlines.
- » Installation of new Flight Information Display System (FIDS) architectural elements on Concourses A & B.
- » Structural modifications to the fixed bridges associated with the passenger loading bridges at Concourse B.
- » Replacement of the structurally deficient stairs at the Terminal parking garages
- » Construction of two additional gates on the west end of Concourse A - including all passenger loading bridge systems and fuel hydrants
- » Construction of two bridges on Pena Boulevard – an enabling project for the Westin Hotel & Transit Center.
- » Reconfiguration of the three (3) Airline Consortium provided passenger screening areas for additional throughput. These checkpoints then were turned over to the Transportation Safety Administration (TSA) after the creation of this federal agency. Power and special systems modifications required working in the DIA train tunnels requiring close coordination with DIA and their Automated Guideway Transit System (AGTS) vendor.
- » General construction work associated with adding in-line Explosive Detection Screening (EDS) to the terminal baggage system.



REFERENCE INFORMATION

GORDON MELIN (RETIRED)
PROJECT MANAGER

Contact Info Available Upon Request

AUSTIN, TEXAS
AUSTIN-BERGSTROM INTERNATIONAL AIRPORT,
TERMINAL EAST INFILL



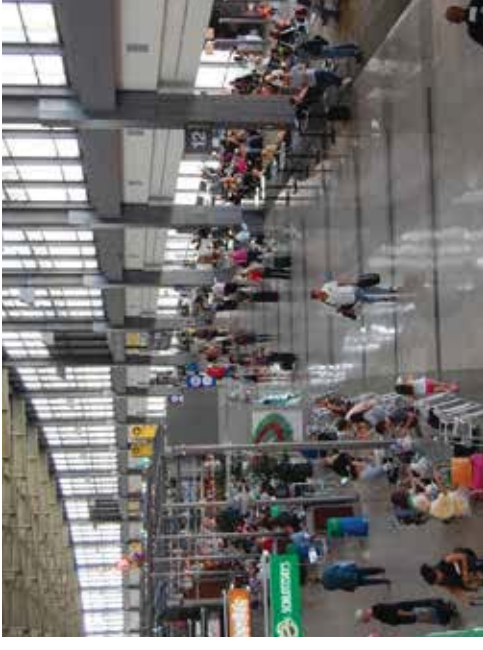
CLIENT · COMPLETION DATE · VALUE
CITY OF AUSTIN · 3/29/16 · \$68,601,050

The ABIA Terminal East Infill Project was designed to enhance the passenger experience by expanding passenger processing capabilities for ticketing, customs, baggage handling, and added a new passenger security screening checkpoint is expandable to 10 lanes in order to accommodate increased demand. This project added 56,000 SF to the terminal, reshaping the entrance to the airport with a multi-story, windowed and colorful terminal adjacent to much of the pedestrian area of the airport. The project added a connection from the east ticket lobby to the concourse at gate five. The airport remained fully operational during the construction of the project.

The ABIA Terminal East Infill Project was designed to enhance the passenger experience by expanding passenger processing capabilities for ticketing, customs, baggage handling, and added a new passenger security screening checkpoint is expandable to 10 lanes in order to accommodate increased demand. This project added 56,000 SF to the terminal, reshaping the entrance to the airport with a multi-story, windowed and colorful terminal adjacent to much of the pedestrian area of the airport. The project added a connection from the east ticket lobby to the concourse at gate five. The airport remained fully operational during the construction of the project.

The existing Barbara Jordan Terminal consistently ranks as one of the top airports in passenger experience. This project was intended to further the airport's primary goal of providing a positive passenger experience, by increasing passenger processing capabilities, reducing passenger wait times, and creating inviting architectural spaces. The project comprises approximately 31,000 SF of renovated space at each of the Concourse, Apron and Baggage Claim levels. The Concourse level expansion includes space for Security Screening Checkpoint (SSCP) lanes, and was designed to be an open plan, which maximizes energy savings as well as natural light. The project also included 4,000 SF of new concessions services.

At the Baggage Claim level, this project's new Customs screening facility increased international arrivals processing from 100 passengers/hour to 600 passengers/hour, and provided expansion to the domestic baggage claim area with two new carousels. Six explosive detection system (EDS) machines were replaced and the TSA checked baggage resolution area (SBRA) were modified to provide a more efficient, ergonomic layout.



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SAN FRANCISCO, CALIFORNIA
SFO TERMINAL 3 EAST

CLIENT · COMPLETION DATE · VALUE

SAN FRANCISCO INTERNATIONAL AIRPORT · 11/18/15 · \$253,000,000

This 400,000 SF design-build project includes the expansion and renovation of Terminal 3 East while maintaining 24/7 operations. Work includes a 60,000 SF building addition along with three new gates and a complete update of existing interiors, featuring a new checkpoint, updated baggage claim areas and all new MEPP systems.

Throughout the renovation process, Terminal 3 East remained fully operational and occupied by the TSA, airline partners and the traveling public. Safety within the terminal was the top priority while construction activities took place above and around the passengers and airport personnel. The team identified flight schedules and peak passenger flows, and adjusted work activities accordingly to allow for the construction milestones to be met while maintaining a safe and comfortable environment for the traveling public. High quality temporary walls were utilized to shield those in the terminal from construction activities. The team's effort lead to an exceptional project outcome, as the public was often not aware of the area under construction on the other side of the wall. The project included the addition of three new gates and a tie-in to the airports existing fuel system. This was a challenge as the fuel system was antiquated and was not being updated as part of the project.

REFERENCE INFORMATION

JUDI MOSQUEDA

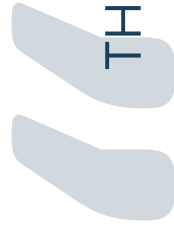
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THE HENSEL PHELPS COMMITMENT TO TEAM-BUILDING AND PARTNERING WAS CRITICAL FOR THE SUCCESS OF THIS PROJECT AND SUCCESSFULLY BROUGHT TWO LARGE AGENCIES (FAA, SFO) TOGETHER TO WORK IN COLLABORATION WITH EACH OTHER.”

Geoffrey W. Neumayreumayr, SFO Deputy Airport Director, Design & Construction



DALLAS, TEXAS LOVE FIELD MODERNIZATION PROGRAM

CLIENT · COMPLETION DATE · VALUE

SOUTHWEST AIRLINES · 2/14/15 · \$249,280,000

The Love Field Modernization Program was the largest and most ambitious construction effort to date at Dallas Love Field Airport. The project included demolition of the existing terminals and gates and replacement with a new, 20-gate central concourse. This project was divided into twelve separate work packages, including demolition and abatement, ticketing wing, complete new baggage handling system, utility relocation, north concourse, parking lot, and cell phone lot.

Hensel Phelps implemented alternative traffic patterns for deliveries of materials and baggage to departure and arrival gates, and also access to the air traffic control tower located in the center of the construction. During demolition and construction phases, pedestrian and baggage handling traffic was redirected with extensive wayfinding and signage. Hensel Phelps' transparency on the jobsite allowed the Owner to plan around our work schedule, and constantly protected the public and the building operations.

To expedite the demolition of the old baggage handling system, and construction of the new system, Hensel Phelps constructed an interim baggage handling facility that could keep the airport operational while the work was completed. The new baggage handling system was also fully modeled using Building Information Modeling (BIM). This allowed for a high level of coordination with the other elements of the new construction and enabled the team to vet out issue prior to the installation in the field. A great example of this is the Interim Baggage Claim. Our Team identified through out 4D scheduling activities, that there was an opportunity to perform work concurrently and save time on the overall schedule. The proactive identification of using a temporary baggage system in order to demolish the existing facility while constructing the new facility ultimately saved the project five months of construction



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**YOUR TEAM'S AIRPORT EXPERIENCE AND PROFESSIONALISM
WERE APPARENT AS THEY CONSISTENTLY ROSE TO THE
OCCASION OF A CHALLENGING PROJECT."**


Denise McElroy, Senior Manager
Southwest Airlines





Hensel Phelps renovated Terminal 6 to support Alaska Airlines full operations at Los Angeles International Airport (LAX). The Hensel Phelps team relocated Alaska Airlines (AS) from Terminal 3 into Terminal 6. The project scope features a new state-of-the-art in-line baggage screening system to replace the existing baggage handling system, as well as an overall terminal upgrade, including a new ticket lobby for Alaska Airlines, expansion of the security checkpoint, a new AS first class lounge – Alaska Board Room, AS operations support offices, refurbishment of passenger boarding bridges, construction of a Federal Inspection Services (FIS) bridge to increase international gate accessibility, and the implementation of a new common use IT system for all Terminal 6 airline tenants.

Throughout the evolution of the project scope, the project team managed to achieve major design and construction milestones with no disruption to flight schedules and minimal disruption to the traveling public. The team's success in maintaining the schedule can be attributed to extensive coordination efforts between Hensel Phelps' staff and the numerous stakeholders at the airport, including Los Angeles World Airports (LAWA), TSA, CBP, airlines and the terminal concessionaires. In addition to managing these coordination efforts, the team was able to mitigate the extraordinary design and constructability challenges associated with airport renovation through use of Building Information Modeling (BIM), which represented the standard by which trades coordinated their work.

Major project milestones reached include the relocation of six airlines to enable the Airport of the Future construction, reopening of the passenger arrivals tunnel to the public after being closed for thirty years, demolition and abatement in all areas of work, the building expansion that will house the Airport of the Future, infrastructure for the common use system backbone, terminal-wide M/E/P upgrades and ceiling replacements, and four CTX 9800 explosion detection devices within the baggage handling system.

 Hensel Phelps offers DIA unparalleled experience of successfully performing construction services requiring limited access, parking, laydown areas, restrictions in work hours through our extensive portfolio of aviation projects. In addition, our proposed team has provided construction services at DIA and has direct working knowledge of these limitations and restrictions. Hensel Phelps will work with DIA and all the stakeholders to ensure any limitations are carefully integrated into the project plan and schedule to ensure no disruption and on-time completion.

 With more than \$15 billion worth of projects for Federal agencies and more than 300 projects at active airports, Hensel Phelps has extensive experience working with security sensitive information, from "Sensitive But Not Classified" to "Top Secret". Hensel Phelps assumes all responsibility for protection of these types of drawings, specifications and other sensitive documents, and limits the dissemination and access of all project information to those construction personnel and subcontractors who have at least the same level of security clearance.

 Hensel Phelps understands the unique challenges working at active airports, including the effect on airport operations, TSA, airlines facilities personnel, and the public. Success of these projects involve rigorous planning and coordination with TSA, Department of Transportation (DOT), AOA, FAA, multiple airlines, and tenants. Hensel Phelps' construction activities focus on the following:
» Safety for the traveling public, airport employees and project personnel
» Coordination with operations and authorities

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- having jurisdiction, ensuring airports remain operational at all times
- » Proper phasing for efficiency and paths of travel, minimizing disruption to the passenger experience
- » Appropriate separation between aircraft and airport passengers
- » Adherence to Homeland Security and FAA measures and protocol
- » Continuous communication to Stakeholders is required per task order
- » Temporary facilities for necessary relocation of airport operations, airline or vendor services, and TSA checkpoints
- » Maintain all building controls and communication methods. These can include radio communication operations, eliminating FOD within AOA's, maintaining proper drive lanes when traveling on the airport property, communicating with TSA, etc.

Hensel Phelps has constructed multiple airport projects that included simultaneous coordination with multiple airlines. These include the SJC Terminal Area Improvement Program, Midfield Concourse at IAD, and MCO Airside One Rehabilitation & Hurricane Restoration.



Hensel Phelps will comply with all security and operations protocols at Denver International Airport (DIA) which include the additional specific requirements of the Transportation Security Administration (TSA) and FAA. Hensel Phelps is the only general contractor that has been continuously badged since the opening of DIA in 1995. Hensel Phelps and our subcontractors are known for complying with all DIA rules and regulations. We will continue this trend on this on-call contract.

FIGURE 1: RECENT AIRPORT PROJECT MATRIX

Year Completed	Contract Amount	Square Footage	24 Hour Operational Airport	Baggage Handling System	Existing Utility Tie-in	Tight Working Space	Renovation / Addition	Temporary / Phased Baggage	Unforeseen Conditions (Old Facility)	Controls
										
2005	\$108M	n/a	✓	✓	✓	✓	✓	✓	✓	✓
2009	\$28.8M	n/a	✓	✓	✓	✓	✓	✓	✓	✓
2016	\$63M	87,353	✓	✓	✓	✓	✓	✓	✓	✓
2015	\$105M	406,000	✓	✓	✓	✓	✓	✓	✓	✓
2015	\$122M	377,407	✓	✓	✓	✓	✓	✓	✓	✓
2015	\$249M	750,000	✓	✓	✓	✓	✓	✓	✓	✓
2012	\$213M	188,664	✓	✓	✓	✓	✓	✓	✓	✓
2013	\$6M	2,618	✓	✓	✓	✓	✓	✓	✓	✓
2010	\$42M	66,000	✓	✓	✓	✓	✓	✓	✓	✓
2006	\$22M	19,500	✓	✓	✓	✓	✓	✓	✓	✓
2006	\$167M	19,500	✓	✓	✓	✓	✓	✓	✓	✓
2007	\$32M	33,000	✓	✓	✓	✓	✓	✓	✓	✓
2008	\$22M	21,500	✓	✓	✓	✓	✓	✓	✓	✓

SAFETY. Safety goes hand-in-hand with quality for Hensel Phelps and nothing is more important than sending everyone home each day without bodily injury. For this reason, Hensel Phelps utilizes a comprehensive safety and health program on every project. We maintain a company-wide commitment to safety through our detailed corporate safety program, project and task-specific safety plans, extensive training, planning, and personal accountability. This commitment to a “Zero-Accident” safety culture extends beyond the employees of Hensel Phelps to every subcontractor and vendor working on a Hensel Phelps project.

The results are one of the industry’s best safety records and repeated recognition by the industry’s leading clients and organizations. This record is even more significant considering Hensel Phelps self-performs an average of 4.5 million man-hours of labor each year. With a current Interstate Experience Modification Rate (EMR) of 0.44, more than twice as safe as the national average of 1.0, Hensel Phelps is one of the safest builders in the nation.

QUALITY CONTROL • INSPECTION

DOCUMENTATION. During the construction phase Our comprehensive Six-Step Quality Control Process incorporates systematic inspections and documentation to maximize field quality, job site efficiency, and schedule by ensuring that the right materials are being installed right the first time. Unlike traditional quality control programs that inspect and verify completed work through the punch list process, our Six-Step Quality Control Process focuses on appropriate training, proper understanding of

project requirements, and appropriate quality standards before and while project work takes place. Under the direction of our quality control manager, this process is followed for each definable feature of work and integrates a review of safety concurrently with quality.

Hensel Phelps’s Six-Step Process includes:

» **Purchasing Meeting:** This meeting’s goal is to procure a complete scope of work, verify subcontractor capabilities, and communicate the quality control plan to subcontractors.

» **Premobilization Meeting:** This meeting is held with each subcontractor to explain the quality control plan to subcontractor project management teams and obtain commitments to the plan.

» **Preparatory Meeting:** Held one to two weeks prior to the start of each definable feature of work, this meeting ensures that the supervising foreman understands the contract requirements, contract drawings, specifications, AHA, and other safety considerations.

» **Initial Inspection:** In the initial inspection, which follows the preparatory meeting, the foreman is authorized to install one representative sample of the work, which must be inspected and approved before subsequent work can continue.

» **Follow-Up Inspection:** Follow-up inspections occur every two to four weeks once work has begun.

» **Final Inspection:** Final Inspections occur at the conclusion of each definable feature of work to verify that any deficiencies have been resolved.

As part of our proven Six-Step Quality Control Process, Hensel Phelps uses a myriad of other tools and processes to ensure a quality product, including the quality process log, the risk assessment database, records and documentation, noncompliance and resolution procedures, and mock-ups.

CLEAR COMMUNICATION. Communication is key on any construction project, but even more so critical when providing construction services on mission critical projects such as in active airports. On day one, Hensel Phelps will begin to establish a cohesive team environment between D/A and all stakeholders and coordinate a well-defined communication plan. This will be all inclusive from details of the daily schedule and the location of construction crew to key contact information should an issue arise. Our goal is to keep everyone safe, informed and without disruption from any construction activity.

HAS YOUR COMPANY HAD ANY INSTANCES WHICH RESULTED IN YOU OR THE AIRPORT RECEIVING CLAIMS IN THE PAST 2 YEARS? IF SO, PLEASE LIST THE CLAIMS AND FINAL DETERMINATION.

B

No

KEY PERSONNEL

A PROVIDE CURRENT JOB DESCRIPTIONS FOR EACH POSITION PROPOSED FOR KEY PERSONNEL AS WELL AS CORE STAFF POSITIONS.

In response to the unique requirements of this on-call contract, Hensel Phelps has assembled a team of local and national aviation and advanced technology personnel who possess expertise in multiple complex, mission-critical design and engineering disciplines with a long history of successful collaboration with clients, on-time, under budget, premier quality performance.

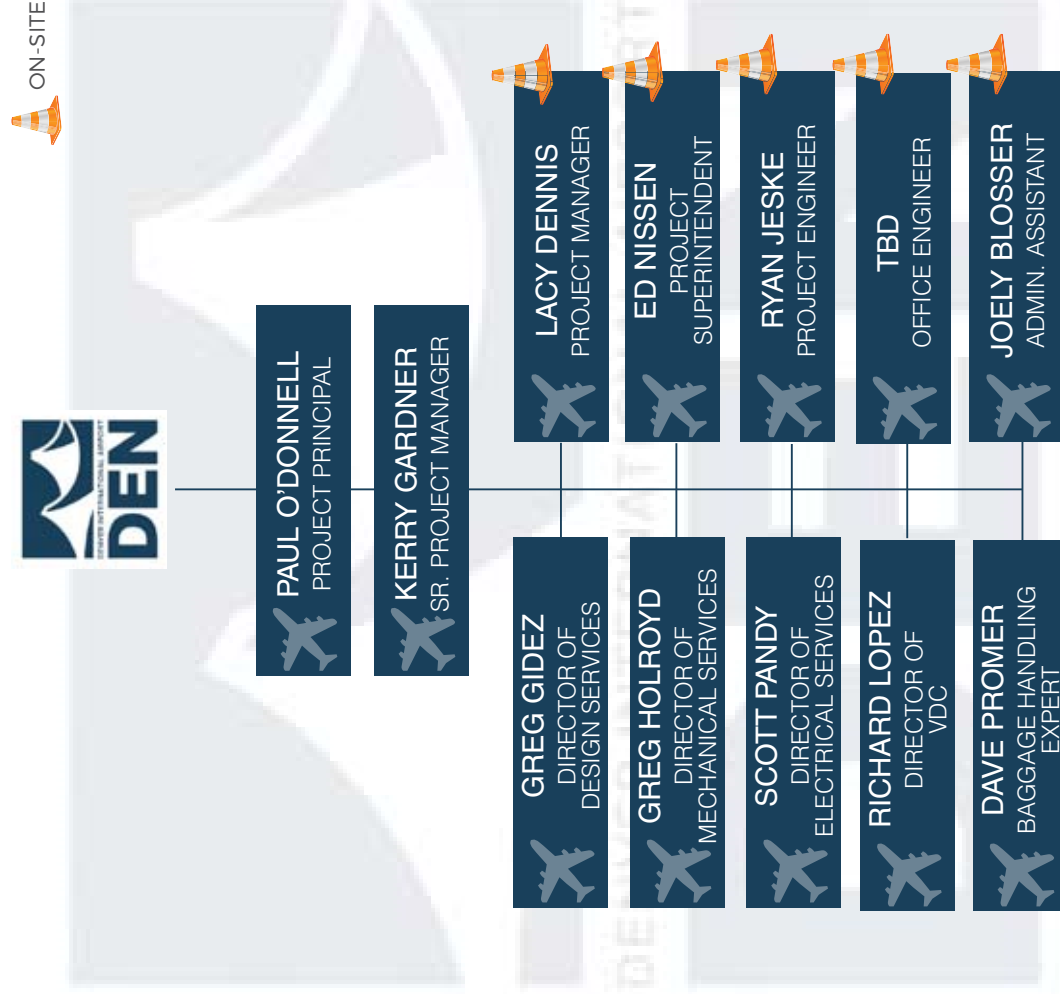
The key personnel who will be directly responsible for successful delivery each task order have a depth of experience in seamless task order delivery, aviation projects and coordination of complex sophisticated mechanical, electrical, bagging, and security systems.

Two of the key personnel have intimate knowledge of working at DIA, having worked on previous on-call contracts and other complex DIA projects since 1993. These key personnel will be supported by an additional group of subject matter experts that can be called upon for expertise in quality, commissioning, M/WBE compliance, aviation safety and operational protocols and complex mechanical and electrical services.

The organizational chart, Figure 2 on the right, outlines the reporting relationships of the on-site and off-site team of aviation professionals dedicated to successful delivery of every task order.

Our corporate Design Services support staff supplement our key personnel bringing nationwide experience in aviation systems including planning, design, BHS and MEP. *This team has used their knowledge of DIA, Airport Operation and Baggage System to produce a Conceptual Phasing Plan for this On-Call Contract in Section 8.*

FIGURE 2: ORGANIZATIONAL CHART





PROJECT PRINCIPAL
PAUL O'DONNELL

EDUCATION

PURDUE UNIVERSITY - CONSTRUCTION ENGINEERING & MANAGEMENT, B.S.

INDUSTRY | HENSEL PHELPS TENURE

29 | 24 YEARS

ROLE DESCRIPTION

As Project Executive, Mr. Paul O'Donnell brings over 20 years of building teams that complement the ownership staff and needs. Paul is known for developing teams for preconstruction and construction efforts that consist of both local and national expertise. Paul insists that all projects are held to the highest standards and will lead the efforts in organizing, coordinating, and implementing project controls that protect cost, schedule and quality for our clients. Mr. O'Donnell has experience overseeing projects located on classified, secure sites.

RELEVANT EXPERIENCE

- » **D/FW AIRPORT DEVELOPMENT SERVICES, DFW AIRPORT (DALLAS), TX**
\$11,816,448 | 0 SF | Transportation | D/FW Airport Board | CM/GC
- » **D/FW AIRPORT AUTOMATED PEOPLE MOVER STATIONS, DFW AIRPORT (DALLAS), TX**
\$194,970,300 | 600,000 SF | Transportation | D/FW Airport Board | CM/GC
- » **D/FW AIRPORT AUTOMATED PEOPLE MOVER GUIDEWAY, DFW AIRPORT (DALLAS), TX**
\$190,749,588 | 0 SF | Transportation | D/FW Airport Board | CM/GC
- » **D/FW AIRPORT CAPITAL DEVELOPMENT PROGRAM OFFICE, DFW AIRPORT (DALLAS), TX**
\$16,606,371 | 42,000 SF | Commercial | D/FW Airport Board | CM/GC
- » **LOCKHEED SSL RENOVATION PH 1/2/3, LITTLETON, CO**
\$38,055,624 | 5,024 SF | Aerospace | Lockheed Martin Space Systems | Design-Bid-Build (Hard Bid)
- » **BANK & BOSTON LOFTS INTERIOR REMODEL, DENVER, CO**
\$1,241,318 | 6,000 SF | Multi-Residence | AIMCO | Design-Bid-Build
- » **FORT CARSON 13TH COMBAT AVIATION BRIGADE ASB HANGAR**
\$54,685,332 | 136,158 SF | Public | US Army Corps of Engineers | Design-Build
- » **FORT CARSON 13TH CAB ATCT CONTROL TOWER,**
\$12,511,564 | 22,664 SF | Transportation | United States Army Corps of Engineers - Omaha District | Design-Build
- » **GROUND SERVICES EQUIPMENT BUILDING - SFO, SAN FRANCISCO, CA**
\$10,848,969 | 80,000 SF | Transportation | United Airlines | CM/GC
- » **HIGH ALTITUDE ARMY AVIATION TRAINING SITE (HAATS), GYPSUM, CO**
\$35,726,793 | 101,600 SF | Transportation | Colorado Department of Military and Veterans Affairs | Design-Bid-Build (Hard Bid)
- » **LOCKHEED GPS-3 PROCESSING FACILITY - PHASE III, LITTLETON, CO**
\$30,201,945 | 149,718 SF | Aerospace | Lockheed Martin Space Systems | Design-Bid-Build (Hard Bid)
- » **47TH BCT DINING FACILITY, FORT CARSON, CO**
\$14,231,776 | 23,977 SF | Public | US Army Corps of Engineers | CM/GC
- » **LOCKHEED GPS-3 PROCESSING FACILITY - FOUNDATIONS, LITTLETON, CO**
\$3,034,181 | 149,718 SF | Aerospace | Lockheed Martin Space Systems | Design-Bid-Build (Hard Bid)
- » **EN COF AND SITEWORK (NORTH), EN COF (SOUTH), MP COF AND SITEWORK, FORT CARSON, CO**
\$41,520,753 | 170,000 SF | Public | U.S. Army Corps of Engineers, Omaha Dist | Design-Build
- » **FT. CARSON BCT-H BARRACKS, FORT CARSON, CO**
\$132,866,210 | 786,660 SF | Multi-Residence | US Army Corps of Engineers | Design-Build



SENIOR PROJECT MANAGER
KERRY GARDNER

EDUCATION
 COLORADO STATE UNIVERSITY - INDUSTRIAL CONSTRUCTION MANAGEMENT, B.S.
 INDUSTRY | HENSEL PHELPS TENURE
 31 | 31 YEARS



ROLE DESCRIPTION

Mr. Gardner will provide off-site overview of the progress of each task order. He will attend weekly, monthly and quarterly progress meetings and ensure cost, schedule and quality goals are being met. Mr. Gardner's resume includes more than 27 aviation projects totaling more than \$494 million. His first project with DIA was in 1993 on the original Concourse C construction. Mr. Gardner also helped oversee successful delivery of task orders issued through the DIA On-Call 2009-9A General Construction contract.

ON-CALL AVIATION EXPERIENCE

Mr. Gardner helped manage several operating and maintenance contracts at DIA. Extensive improvements were implemented relative to worker safety as well as system operation, which involved modifications to the track, conveyors, Destination Coded Vehicles (DVCs), sensing systems and drive systems.

- » 1996 UAL BAGGAGE SYSTEM OPERATIONS & MAINTENANCE
- » 1997 UAL BAGGAGE SYSTEM OPERATIONS & MAINTENANCE
- » 1998 UAL BAGGAGE SYSTEM OPERATIONS & MAINTENANCE
- » 1999 UAL BAGGAGE SYSTEM OPERATIONS & MAINTENANCE
- » 2000 BAGGAGE SYSTEM OPERATIONS & MAINTENANCE
- » 2001 BAGGAGE SYSTEM OPERATIONS & MAINTENANCE
- » 2002 BAGGAGE SYSTEM OPERATIONS & MAINTENANCE
- » 2003 BAGGAGE SYSTEM OPERATIONS & MAINTENANCE
- » 2004 BAGGAGE SYSTEM OPERATIONS & MAINTENANCE
- » 2005 BAGGAGE SYSTEM OPERATIONS & MAINTENANCE

ADDITIONAL AVIATION EXPERIENCE

- » AMERICAN AIRLINES HANGAR #3, DFW AIRPORT (DALLAS), TX
- » AMERICAN AIRLINES HANGAR #4, DFW AIRPORT, TX
- » CONOURSE B WIDENING & RENOVATION - STAPLETON, DENVER, CO
- » DENVER INTERNATIONAL AIRPORT - ACCESS CONTROL PLAZA REWORK, DENVER, CO
- » DENVER INTERNATIONAL AIRPORT MODULE 1W DCV BAGGAGE SYSTEM, DENVER, CO
- » DIA CONCOURSE C 10 GATE EXPANSION, DENVER, CO
- » DIA ODD SIZE TO APRON, DENVER, CO
- » FAA SECURITY OFFICE, DENVER, CO
- » SKYWEST HANGAR, COLORADO SPRINGS, CO
- » UAL AIRCRAFT SUPPORT FACILITIES - DIA, DENVER, CO
- » UAL CONCOURSE A-8 GATE EXPANSION - PHASE II, DENVER, CO
- » FT. CARSON HANGAR

The DIA projects listed above included new construction, renovation, and operations and maintenance of complex building systems (mechanical, electrical, plumbing), site utilities, apron construction, and passenger loading bridges. Mr. Gardner helped to coordinate and manage multiple subcontractors, and ensured timely completion of task orders.



PROJECT MANAGER
LACY DENNIS, LEED GA

EDUCATION
COLORADO STATE UNIVERSITY - CONSTRUCTION MANAGEMENT, BS
INDUSTRY | HENSEL PHELPS TENURE
12 | 12 YEARS

ROLE DESCRIPTION

As a Project Manager, Ms. Dennis has been in charge of the onsite project administration of the contracts to which he/she is assigned. She is highly skilled in cost control, submittal coordination, MEP Coordination, expediting material deliveries, subcontractor management, negotiating changes, scheduling, and general administrative operations. She places special attention on the resolution of interface conflicts, revisions, exception, and required submittals to ensure that all work is approved prior to fabrication, delivery, and installation. Her project experience covers both public and private owners under lump sum, unit price, negotiated GMP, and design-build delivery systems.

RELEVANT EXPERIENCE

- » **DIA CONCESSIONS RENOVATION, DENVER, CO**
\$150,000 | 250 SF | 01.15.2007 | Commercial | Design-Bid-Build (Hard Bid)
- » **MOUNTAINVIEW OPERATIONS FACILITY, AURORA, CO**
\$131,954,362 | 230,000 SF | 07.28.2015 | Public | Design-Bid-Build (Hard Bid)
- » **SKYWEST HANGAR, COLORADO SPRINGS, CO**
\$23,047,405 | 113,000 SF | 03.20.2007 | Transportation | Design-Bid-Build (Hard Bid)
- » **DENVER JUSTICE CENTER, DENVER, CO**
\$296,789,114 | 758,000 SF | 06.01.2010 | Public | CM at Risk (CM/GC)
- » **HISTORY COLORADO CENTER, DENVER, CO**
\$69,677,186 | 198,659 SF | 09.16.2011 | Education | CM at Risk (CM/GC)
- » **PENA STATION PHASE 1 INFRASTRUCTURE PROJECT, DENVER, CO**
\$33,711,126 | 0 SF | 09.09.2016 | Transportation | Owner: Aviation Station, Metro District No. 1 | Architect: | CM at Risk (CM/GC)
- » **NCMC - CATH LAB AND IMAGING REPLACEMENT, GREELEY, CO**
\$1,866,012 | 0 SF | 06.30.2016 | Healthcare |
- » **NCMC - KITCHEN AND DINING RENOVATION, GREELEY, CO**
\$5,429,213 | 0 SF | 11.01.2015 | Healthcare | CM at Risk (CM/GC)
- » **NCMC - CANCER CENTER EXPANSION, GREELEY, CO**
\$3,730,869 | 16,000 SF | 09.05.2015 | Healthcare | Design-Bid-Build (Hard Bid)
- » **MICROSOFT DATA CENTER - CYS01 - COLO 1 BUILDOUT, CHEYENNE, WY**
\$11,495,159 | 30,000 SF | 06.30.2014 | Advanced Technology | Design-Bid-Build (Hard Bid)
- » **NCMC - MDF RELOCATION, GREELEY, CO**
\$714,938 | 2,726 SF | 06.26.2014 | Healthcare | CM at Risk (CM/GC)
- » **NCMC VERTICAL LAB ADDITION, GREELEY, CO**
\$6,640,127 | 14,495 SF | 06.01.2014 | Healthcare | CM at Risk (CM/GC)
- » **ORACLE DENVER PDIT LAB RENOVATION, DENVER, CO**
\$6,342,674 | 14,116 SF | 04.18.2014 | Advanced Technology | CM/GC
- » **MICROSOFT-CHICAGO IDF RETROFIT, CHICAGO, IL**
\$5,017,458 | 0 SF | 08.30.2013 | Advanced Technology | CM/GC
- » **WYOMING MILITARY DEPARTMENT C-5/159TH READINESS CENTER, CHEYENNE, WY**
\$10,362,000 | 38,635 SF | 04.09.2013 | Public | Design-Build
- » **KAISER PERMANENTE MORENO VALLEY IRIS MOB II, MORENO VALLEY, CA**
\$31,975,494 | 74,598 SF | 01.03.2013 | Healthcare | CM at Risk (CM/GC)
- » **CSU REGIONAL BIOCONTAINMENT LAB (RBL), FT COLLINS, CO**
\$23,192,550 | 39,000 SF | 11.28.2007 | Advanced Technology | CM/GC
- » **COMMISSARY AT TWENTYNINE PALMS, TWENTYNINE PALMS, CA**
\$10,948,190 | 52,000 SF | Commercial | US Air Force | Design-Bid-Build (Hard Bid)



PROJECT SUPERINTENDENT
ED NISSEN

INDUSTRY | HENSEL PHELPS TENURE
35 | 35 YEARS

ROLE DESCRIPTION

In his position as Project Superintendent, Mr. Ed Nissen is highly skilled at supervising employees; coordinating work activities for employees, subcontractors, and production units; purchasing supplies, materials, and rented equipment; and job scheduling. He has developed exceptional safety, engineering, MEP Coordination, cost control, quality and management skills from his vast experience on a myriad of project types, and is thoroughly knowledgeable of building codes, permitting, and other regulatory processes.

RELEVANT EXPERIENCE

- » **DIA ON-CALL 2009-9A, DENVER, CO**
\$19,000,000 | 10,000 SF | Transportation | CM at Risk (CM/GC)
- » **SKYPORT CONCESSIONS, DENVER, CO**
\$4,113,072 | 100,000 SF | Transportation | Design-Bid-Build (Hard Bid)
- » **DIA CONCESSIONS RENOVATION, DENVER, CO**
\$150,000 | 250 SF | Commercial | Design-Bid-Build (Hard Bid)
- » **DENVER INTERNATIONAL AIRPORT 100% EDS BAGGAGE SCREENING, DENVER, CO**
\$7,780,761 | 40,000 SF | Transportation | City and County of Denver | Design-Bid-Build (Hard Bid)
- » **DENVER INTERNATIONAL AIRPORT MOD 3 EAST, DENVER, CO**
\$1,770,226 | 8,500 SF | Transportation | City and County of Denver | CM at Risk (CM/GC)
- » **DENVER INTERNATIONAL AIRPORT - ON CALL WORK, DENVER, CO**
\$9,794,770 | 10,000 SF | Transportation | City and County of Denver | CM at Risk (CM/GC)
- » **DENVER INTERNATIONAL AIRPORT - CONCOURSE B LEAR JET DISPLAY, DENVER, CO**
\$235,924 | 4,000 SF | Transportation | City and County of Denver | CM at Risk (CM/GC)
- » **FAA SECURITY OFFICE, DENVER, CO**
\$620,805 | 1,200 SF | Transportation | City and County of Denver | Design-Bid-Build (Hard Bid)
- » **UAL CONCOURSE A-8 GATE EXPANSION - PHASE II, DENVER, CO**
\$1,296,753 | 16,385 SF | Commercial | United Airlines | Design-Bid-Build (Hard Bid)
- » **MICROSOFT DATA CENTER - CYS04, CHEYENNE, WY**
\$190,000,000 | 360,000 SF | Advanced Technology | CM at Risk (CM/GC)
- » **ORACLE DENVER PDIT LAB RENOVATION, DENVER, CO**
\$6,342,674 | 14,116 SF | Advanced Technology | CM at Risk (CM/GC)
- » **MICROSOFT-CHICAGO IDF RETROFIT, CHICAGO, IL**
\$5,017,458 | 0 SF | Advanced Technology | CM at Risk (CM/GC)
- » **HIGH ALTITUDE ARMY AVIATION TRAINING SITE (HAATS), GYPSUM, CO**
\$35,726,793 | 101,600 SF | Transportation | Design-Bid-Build (Hard Bid)
- » **KAISER PERMANENTE MORENO VALLEY IRIS MOB II, MORENO VALLEY, CA**
\$31,975,494 | 74,598 SF | Healthcare | CM at Risk (CM/GC)
- » **AMERISTAR CASINO BLACK HAWK HOTEL & RESORT, BLACK HAWK, CO**
\$180,618,211 | 458,000 SF | Multi-Residence | Ameristar Casinos | CM at Risk (CM/GC)
- » **SUGAR BUILDING RENOVATION, DENVER, CO**
\$5,046,048 | 87,800 SF | Commercial | Thomas & Perkins | Design-Build
- » **DAVID SKAGGS FEDERAL BUILDING, BOULDER, CO**
\$57,183,070 | 372,000 SF | Advanced Technology | General Services Administration - National Capital Region (NCR) | Design-Bid-Build (Hard Bid)

HENSEL PHELPS - SUPPORT PERSONNEL

BAGGAGE HANDLING EXPERT

DAVE PROMER

EDUCATION

UNIVERSITY OF WASHINGTON -
BUILDING CONSTRUCTION, BS
INDUSTRY | HENSEL PHELPS TENURE

32 | 32 YEARS

Mr. Promer has spent most of his career, over three decades, performing construction projects in airports throughout the western U.S. He understands the complexities in the coordination of multiple stakeholders, site and security controls, specific airport operation systems such as baggage handling and the mission critical aspects of maintaining airport operations during construction. He brings this expertise to support the primary project team for the DIA On-call.

- » SFO TERMINAL 1 CNTR, SAN FRANCISCO, CA
- » AUSTIN-BERGSTROM INTERNATIONAL AIRPORT, TERM. EAST INFILL, AUSTIN, TX
- » SFO TERMINAL 3 EAST, SAN FRANCISCO, CA
- » CHCF PKG #1 - SITE AND UNSECURED FACILITIES, STOCKTON, CA
- » LAX ALASKA AIRLINES T6 RENOVATION, LOS ANGELES, CA
- » SJC TAIP - TERMINAL A BAGGAGE HANDLING SYSTEM, SAN JOSE, CA
- » TERMINAL AREA IMPROVEMENT PROGRAM, SAN JOSE, CA
- » SJC TAIP - TERMINAL B BAGGAGE HANDLING SYSTEM, SAN JOSE, CA
- » SJC TERMINAL AREA IMPROVEMENT PROGRAM - TERMINAL C, SAN JOSE, CA
- » AUSTIN-BERGSTROM INTERNATIONAL AIRPORT, TERMINAL BAGGAGE SCREENING IMPROVEMENTS, AUSTIN, TX
- » OAKLAND IN LINE EXPLOSIVE DETECTION SYSTEM, OAKLAND, CA
- » UNITED AIRLINES 2003 MODIFICATIONS, SAN FRANCISCO, CA

DIRECTOR OF DESIGN SERVICES

GREG GIDEZ, AIA, DBIA, LEED AP BD+C

EDUCATION

UNIVERSITY OF COLORADO -
ARCHITECTURE, M.A.
RUTGERS UNIVERSITY
BUSINESS ADMINISTRATION, B.A.
INDUSTRY | HENSEL PHELPS TENURE

35 | 19 YEARS

Mr. Gidez has proven himself an outstanding manager of projects requiring preconstruction services, design-build, and fast-track planning. He has developed a specialized expertise that is focused around advanced planning, collaborative partnerships, and achieving goal consensus. During a project's critical preconstruction phase, he utilizes his proven leadership skills to solidify the different concepts and ideas of schedule, budget, and design in order to avoid future conflicts and costly mistakes. He has had oversight responsibility for monitoring detailed construction plans including drawings and specifications, and developing information about the project scope, schedule, subcontractors, workers, costs, responsibilities, and tracking systems on major complex projects.

- » LOVE FIELD MODERNIZATION PROGRAM DALLAS, TX
- » PHX SKY TRAIN STAGE 1 FIXED FACILITIES PHOENIX, AZ
- » LAX ALASKA AIRLINES T6 RENOVATION LOS ANGELES, CA
- » TERMINAL AREA IMPROVEMENT PROGRAM SAN JOSE, CA
- » DENVER JUSTICE CENTER, DENVER, CO

DIRECTOR OF MECHANICAL SERVICES

GREG HOLROYD DBIA, LEED AP

EDUCATION

UNIVERSITY OF DENVER - M.B.A.
INDUSTRY | HENSEL PHELPS TENURE

39 | 10 YEARS

Greg brings extensive experience with mechanical preconstruction and value management of design-build, design-assist and CM/GC projects. As part of the design management team he is also a contributor to LEED project strategies, commissioning concepts and constructability reviews. Prior to joining Hensel Phelps, he was a senior manager for a large design-build mechanical subcontractor.

VDCO ENGINEER

RICHARD LOPEZ

EDUCATION

RED ROCKS COMMUNITY COLLEGE
INDUSTRY | HENSEL PHELPS TENURE

23 | 5 YEARS

As the VDCO Engineer on the DIA project, Richard will develop project VDC Project Execution Plans and implementation strategies as well as manage the dissemination of information and issues resolution within the model. He will perform all collision checks and other necessary coordination prior to the team performing work in the field. Richard ensures the model stays up to date delivering a final as-built model to the owners when the project is completed.

DIRECTOR OF ELECTRICAL SERVICES

SCOTT PANDY DBIA, LEED BD+C

EDUCATION

COLORADO STATE UNIVERSITY -
SUSTAINABLE DESIGN, BS
INDUSTRY | HENSEL PHELPS TENURE

36 | 10 YEARS

Scott offers more than 35 years of expertise in the preconstruction planning, coordination, constructability review and alternative solutions of electrical services on large, complex projects. His responsibilities include initial and follow-up discipline review meetings, alternative solutions for design and the management of Design Action Logs and Constructability Review Action Logs.

PROJECT ENGINEER

RYAN JESKE, LEED GA

EDUCATION

MICHIGAN STATE UNIVERSITY -
CONSTRUCTION MANAGEMENT, BS
INDUSTRY | HENSEL PHELPS TENURE

5 | 5 YEARS

Ryan will assist Project Manager, Lacy in conducting project administration of the contracts including cost control, submittal coordination, expediting material deliveries, subcontracts, negotiating changes, scheduling, and general administrative operations.



MANAGEMENT & QUALITY CONTROL PLANS

A DESCRIBE WHAT YOU WILL DO TO ESTABLISH POSITIVE ATTITUDES, COOPERATION AND GOOD WORKING RELATIONSHIPS BETWEEN YOUR FIRM, SUBCONTRACTORS AND THE CITY.

Collaboration and coordination is the culture at Hensel Phelps. Hensel Phelps facilitates positive attitudes and good working relationships, by developing workshops consisting of team and skill-building activities. This process starts with our Integrated Design Work Plan (IDWP) which creates a roadmap and strategy for the completion of the design and the planning of the document deliverables. The IDWP communication efforts are focused on our diverse audiences and provide clear, coordinated, and consistent data.

The goal of the Integrated Design Work Plan is to provide direction and an accurate source for all stages of project and people related information, which outlined the following goals and objectives:

- » Translates owner driven schedule requirements into the master construction schedule
- » Identifies all design deliverables and their predecessor and successor activities
- » Establish design package durations to support permitting, estimating, and subcontracting
- » Sets progress estimate(s) and Guaranteed Maximum Price deliverable timing
- » Establish critical decision making points
- » Provide immediate and accurate data for owner, design, and construction teams

The IDWP is created by holding a working session attended by all stakeholders to the design, construction and operations process. During this session, all deliverables are identified, and the predecessor and successor activities required to develop and resolve a design issue are established.

The data from this session is gathered and from this data a IDWP Work Summary Matrix is developed. The matrix is used by the team throughout the IDPW process and can be filtered and sorted to allow maximum flexibility with the team's needs.

From this, the IDWP schedule is created serving as the main tool that is used to guide the owner, design, and construction team to make certain all owner driven schedule requirements are translated into the permitting, design, and construction schedule.

B PROVIDE YOUR PROCESS AND PROCEDURES FOR EMERGENCY SITUATIONS.

Hensel Phelps has a CRISIS MANAGEMENT PLAN that is activated in emergency situations. At the beginning of each project, this Crisis Management Plan is tailored for the specifics of that particular project. Some of the information that is included in the Crisis Management Plan includes:

- » Emergency Contact phone numbers for the Hensel Phelps Project Staff, the Owner's Staff and Hensel Phelps District/Corporate Resources
- » Contact phone numbers for 911, Police, Fire, Poison Control, Biohazard Cleanup, Hazmat Clean up, Utility Companies...
- » FIRST HOUR RESPONSE CHECKLISTS for the Hensel Phelps Senior Person On-Site, the Hensel Phelps Crisis Team Leader, the Hensel Phelps District Safety Director, the Hensel Phelps District Manager, the Hensel Phelps Spokesperson and the Hensel Phelps Information Coordinator.

Hensel Phelps trains on our Crisis Management Plan in our jobsite staff meetings and at our Friday Afternoon District Meetings to assure that all Hensel Phelps staff knows how to respond in an emergency situation.

C PROCESS SHOWING YOUR ABILITY TO RESPOND QUICKLY WHEN THERE IS A CONSTRUCTION RELATED ISSUE IDENTIFIED BY DEN THAT IS NEGATIVELY AFFECTING DEN OPERATIONS

In order to effectively manage and deliver a successful project, the Hensel Phelps Team will foster an open, honest and cohesive team environment between all stakeholders at the very beginning of the contract. Along with this, we will create a well-defined communication/escalation plan should an issue arise that is adversely impacting operations. Since DIA is a 24/7/365 operation, the plan will address both “normal” and “off” hours (night and weekends) lines of communication.

The Hensel Phelps Superintendent and Project Manager will be available, by phone, 24 hours a day. The Hensel Phelps On-Call Construction Team will have an emergency contact list for crafts, for subcontractors and for vendors. This will allow us to respond efficiently and appropriately to issues that are impacting DIA Operations, regardless of the when they occur. Our years of experience in working at DIA presents many established relationships with key operations personnel. We know that safe movement of passengers and efficient airport operations are the number one priorities when working at DIA.

D DESCRIBE HOW YOU WILL ENSURE THAT THE PRICE PROPOSAL FOR EACH TASK ORDER IS REASONABLE BEFORE IT IS SUBMITTED TO THE CITY AND COUNTY OF DENVER.

Hensel Phelps will ensure clear communication and clear and concise scope of works are provided to all parties involved. Open communication will eliminate any uncertainties with the subcontractors, thus obtaining pricing with little or no contingency to cover the unknown. In addition to maintaining clear communication, the Hensel Phelps team will:

- » Develop clear and concise scopes of work for subcontractors
- » Schedule development
- » Develop a procurement plan (sole source vs. competitive bid)
- » Review questions and concerns with DIA’s project manager to obtain clear direction
- » Develop an estimate based on specific scope
- » Conduct a formal internal review of the cost estimate with Hensel Phelps’ project manager and senior estimator prior to submitting pricing to DIA.

PROVIDE AN EXAMPLE:

WHEN YOU HAD TO RESPOND TO AN URGENT ISSUE ON A PREVIOUS PROJECT.

During the DIA Terminal Parking Garage Stair Replacement Task one of the structural twin tee parking garage members was damaged. While notifications were being made, the Hensel Phelps Superintendents and craft immediately created a safety zone around the damaged structural member. Hensel Phelps hired a structural engineer who designed the repair for the twin tee structural member. All work was performed at no cost to DIA.

E DESCRIBE THE EXPERIENCE AND CAPABILITY TO OBTAIN OUTSIDE RESOURCES, TO SUCCESSFULLY MANAGE SUBCONTRACTORS, AND TO KNOW WHAT CONSTITUTES HIGH QUALITY WORK.

Hensel Phelps believes the ability of our team to maintain its excellent reputation for providing quality construction services is greatly impacted by the quality of the services provided by our subcontractors. We diligently identify, select, survey, and support high quality, financially viable and dependable subcontractors. Three critical elements of this involve prequalification, bid packaging, and award.

PREQUALIFICATION. Our prequalification process has led to our great success in meeting cost and schedule on our diverse construction projects. We do not just find three or more trade subcontractors and send them a bid package as many contractors do. Our comprehensive process begins by issuing prequalification forms to each potential subcontractor which requests information concerning the firm's manpower, financial condition, past project performance, safety statistics, LEED, and references. To become eligible for the solicitation list, the subcontractor must demonstrate technical qualifications, commit to performing within the appropriate timetable, meet quality and safety protocols, and satisfy us that they will integrate into the "Hensel Phelps" way.

BID PACKAGING. After finalizing the list of prequalified subcontractors, we initiate a solicitation process. Bid packages are electronically sent to prequalified subcontractors, and we call them to determine their commitment to providing a proposal. A bid package includes drawings, specifications, site logistics, access, work hours, schedule, safety and quality requirements, contract agreement, and specific jobsite procedures. This process allows each subcontractor to have complete knowledge of the project requirements, minimizing scope gaps in their proposal. We also conduct an on-site pre-bid meeting so the subcontractors can familiarize themselves with site conditions, and have access to the Hensel Phelps jobsite management team.

AWARD. Once proposals are received, Hensel Phelps reviews them to ensure each subcontractor included the complete scope of work. Scope is confirmed through purchasing meetings, and any irregularities and subsequent adjustments are addressed on the proposal. We document all adjustments on a bid tab for comparison of each proposal received. Final award of a scope is based upon the ability of the subcontractor to meet all of the bid package requirements along with cost competitiveness. If these elements are not evaluated, and award is solely on cost, then the risk of schedule delays, rework, and injuries is greatly increased, which ultimately affects the final project cost. Hensel Phelps will collaborate with DIA for recommendations and final review and approval. DIA's input is an integral part of the process.



F DESCRIBE YOUR CAPABILITY TO MANAGE MULTIPLE SUBCONTRACTORS WORKING AT VARIOUS LOCATIONS AND ON MULTIPLE SHIFTS, SCHEDULES OR TASKS. DESCRIBE THE ACTIONS YOU WILL TAKE TO ENSURE THAT SUBCONTRACTED WORK IS COMPLETED IN A TIMELY FASHION AND WITH A HIGH QUALITY OF WORK.

The ability to manage numerous Tasks that involve different subcontractors and craft working at different locations, on different shifts starts prior to submitting an estimate for a new Task. The following items need to be understood:

- » How the new Task will impact all Tasks that have been previously awarded
- » A complete understanding of each Task
- » Knowing the appropriate level of supervision and support each Task needs
- » Understanding how each Task interacts with other work in the vicinity
- » Understanding what is needed to minimize the impacts to the traveling public, airline operations and DIA operations for each Task

Overlaying all Task schedules and Task staffing shows what work will be occurring concurrently. An analysis can then be performed to determine if there are adequate staff/resources for the new Task or if additional resources will be needed for the new Task. There have been times on previous DIA On-Call contracts where, after discussion with DIA, Tasks were re-prioritized and Task schedules were adjusted to efficiently use the resources to execute the assigned Tasks. If Task schedule adjustments are not an option, then the cost of additional resources that will be required to properly manage all Tasks will be added to the Task that is being estimated.

HOW DO YOU COORDINATE WITH YOUR SUBCONTRACTORS?

Prior to the subcontractor starting work on site, we coordinate with each subcontractor via steps 1 through 3 of the Hensel Phelps 6-Step Quality Control Process. These steps are:

- 1. Purchasing Meeting** – to review the scope of work and schedule prior to award of the subcontract
- 2. Pre-Mobilization Meeting** – define all expectations for the project including DIA requirements, paperwork, submittals, BIM etc.
- 3. Preparatory Meeting** – to review the specifications and approved submittals with the Subcontractor's installing Superintendent/Foreman
Once a subcontractor starts work on site:
 - » The Hensel Phelps Superintendent communicates with the Subcontractor's Superintendent/ Foreman on a daily basis
 - » Weekly subcontractor coordination meetings are held
 - » Subcontractor field issues are elevated to the subcontractor's management team
 - » Steps 4 through 6 of the 6-Step Hensel Phelps Quality Control Process are followed:
- 4. Initial Inspection** – to assure the quality of work meets the established expectations
- 5. Follow up Inspection** – to assure the quality continues to meet the expectations per the Initial Inspections
- 6. Final Feature of Work Inspection** - Punchlist

HOW DO YOU ENSURE YOUR SUBCONTRACTORS ARE TIMELY IN REPORTING?

Hensel Phelps is one of the nation's top contractors for highly complex, mission critical facilities such as airports, data centers and command centers. We assure performance by our specialty trades through careful selection and vetting of the trades, development of realistic and productive schedules that have buy-in from the those trades. We carefully monitor the work and optimize the workflow to maximize the ability to put more work in place in less time. Through our Integrated Design Work Plan (IDWP) detailed in 4.a., this collaborative and integrated team approach means the entire team is focused on the same goals for schedule, cost and quality.

DESCRIBE:

A TIME THAT YOU HAD AN ISSUE WITH A SUBCONTRACTOR NOT PERFORMING. EXPLAIN THE ISSUE, WHAT ACTIONS WERE TAKEN TO HANDLE THE ISSUE, WHAT THE OUTCOME WAS AND IF THE WORK WAS COMPLETED ON TIME.

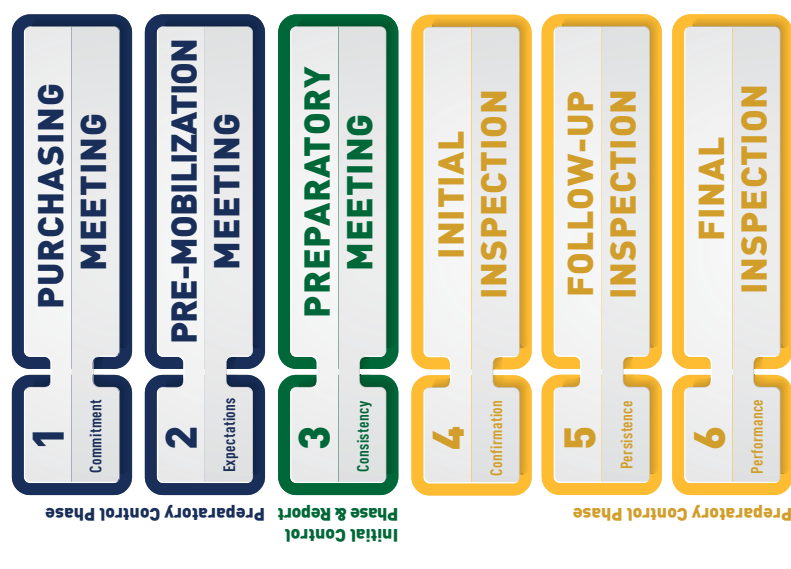
The steel fabrication for the DIA Terminal Parking Garage Stair Replacement Task provided a variety of challenges. While fabrication was performed to general industry steel fabrication standards, the fabrication did not meet DIA's requirements. In order to ensure the fabrication met DIA's requirements, Hensel Phelps assigned its own craftsperson to perform weld inspections at the steel fabrication shop prior to DIA's inspection. This rectified the issue which would have otherwise significantly impacted the schedule. Work was completed per the schedule agreed to by DIA and Hensel Phelps.

G HOW DO YOU DEFINE HIGH QUALITY WORK? HOW YOU WILL ENSURE THAT ONLY HIGH QUALITY WORK IS PROVIDED BY YOUR COMPANY AND SUBCONTRACTED COMPANIES?

At Hensel Phelps, quality is built into how they build. It starts at the on-set of a project and is integrated into daily activities. For this On-Call contract, Hensel Phelps will develop:

- » **A site-specific Quality Control Plan** built around Hensel Phelps' corporate quality control plan and adaptable to the size and scope of work for each unique task order.
- » **A proactive six-step quality process**, designed to ensure that the work is done right the first time. As part of Hensel Phelps' six-step quality control program, subcontractors are integrated into each step of the plan which includes, 1) Purchasing Meeting, 2) Pre-mobilization Meeting, 3) Preparatory Meeting, 4) Initial Inspection, 5) Follow-up Inspection, and 6) Final Inspection. These steps include safety steps, scope verification, schedule reviews for every definable feature of work.
- » **A quality process log (QPL)**, which monitors the status of each definable feature of work.
- » **Standardized procedures** for documenting and tracking testing, inspections, deficiencies, and as-built conditions.
- » **A seven-step commissioning process** which verifies that all equipment and systems operate in accordance with the contract documents.

FIGURE 3: SIX STEP QUALITY PROCESS



HOW IS THE SPAN OF CONTROL EXERCISED EFFECTIVELY?

H

Hensel Phelps' uses Modular Electronic Office (MEO) Technology to effectively manage the control of our projects. MEO allows us to approach the work with efficiency in mind while achieving a paperless project. Cloud-based information is available to the field and the office from mobile devices, placing the latest, most current information in the hands of the team, resulting in shorter schedules, less re-work and higher quality. Customized dashboards give our clients and managers instant access to the most relevant data, allowing for the best in decision-making and project monitoring.

A browser-based web interface available at any Internet connection, MEO eliminates obstacles at every project phase. It serves as a collaboration and data collection platform, information database, application access point, and email and instant messaging service - all from a single source.

MEO gives you a unified experience where there is no lag time in making timely decisions, no communication lost and no safety concern unidentified. MEO touches and optimizes all aspects of your project.

WHAT METHODS DO YOU HAVE IN PLACE TO ENSURE POSITIVE CONTROL AND INFORMATION IS SHARED EFFICIENTLY? WHAT IS THE BEST WAY TO COMMUNICATE INFORMATION TO ALL INTERESTED PARTIES, INCLUDING SUBCONTRACTORS?

The following applications are part of Hensel Phelps' MEO Technology which allow all project team members to access project information online.

PRECONSTRUCTION TECHNOLOGY

- » Blue Beam Studio
 - Drawing and Constructability Review markups
- » On-Screen Take-Off
- » P6 Scheduling
- » Navis Works
 - Collision Coordination
- » REVIT/SketchUp Project Modeling
- » Coordination Model(s)

CONSTRUCTION TECHNOLOGY

- » ProLog
 - Contracts, RFI's, Cost
- » P6 Scheduling
- » Blue Beam Studio
 - Submittals and Shop Drawings
- » Assembly Model(s)
- » Punchlist

A DESCRIBE YOUR EXPERIENCE AND CAPABILITIES WITH BIM.

Hensel Phelps is among the Top 10 BIM General Contractors in the country. Hensel Phelps has a national and local Virtual Design and Construction (VDC) department devoted solely to Building Information Modeling (BIM) practices including reality capture (laser scanning, virtual reality, augmented reality, and modeling services), spatial coordination, model-based estimating and scheduling, sustainability, and BIM-to-FM (facility management) workflows and deliverables.

Hensel Phelps has a team of experienced personnel who are familiar with the needs of aviation facilities as well as the technology and processes used throughout design and construction for model and data acquisition, development, management, quality control, and hand over to a clients desired Integrated Work Management System (IWMS) and Computerized Maintenance Management Systems (CMMS) solutions. Hensel Phelps has implemented VDCO/ BIM on major aviation projects nationally. Our innovative approach using this technology has saved our clients millions. We are the first and industry leaders in advanced use of laser scan and reality capture in the aviation environment.

- » **Revit** is used in many applications. One example of its use is to bring additional detail to the design model with the creation of “Lift Drawings.” These drawings include

all scopes related to a specific phase of work, and are a combination of detailed plan, section, elevation, and 3D views for use in the field by installers. They can be verified for accuracy of each subcontractor’s scope by linking the shop drawing files into Revit. From these drawings, points will be created for field layout and then exported to a robotic total station for highly efficient and accurate layout by field personnel. Once work has been put in place, as-built locations will then be imported back into Revit to verify the accuracy of placement.

- » **Assemble** is a web-based program that allows Hensel Phelps to accurately quantify material out of the model and in addition track design modifications or analyze design alternatives to provide timely potential cost information with confidence and precision through design progression.
- » **Laser scanning** has been used extensively in past airport projects to verify existing conditions, create models for use in clash detection and coordination, in addition to providing as-built models for installed systems.
- » **Navisworks** is used on all of Hensel Phelps’ projects as a 3D coordination tool for running clashes between systems, and as a communication tool between Hensel Phelps,

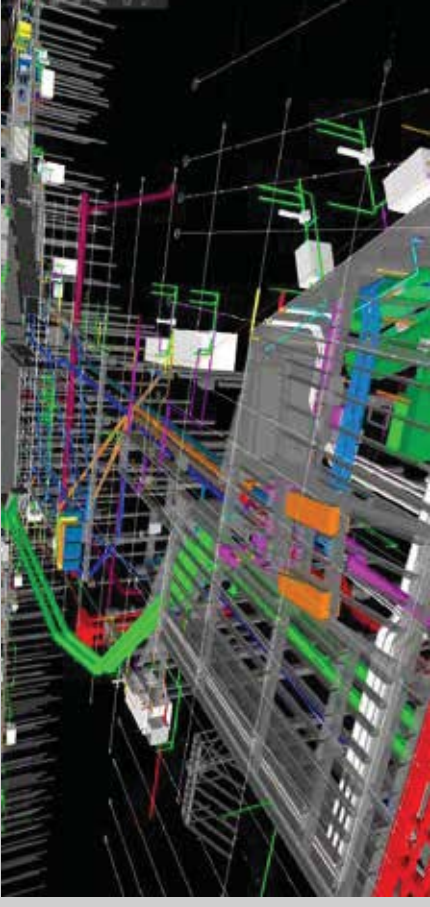
the design team and subcontractors.

- » **Synchro** software, in conjunction with Revit, AutoCAD, and Sketchup, is used to verify schedule sequencing as well as communicate phasing and workflow simulation. Other 4D simulations include temporary construction and facilities, site utilization and safety simulations by linking the model to a schedule. This communication technique has proved to be extremely beneficial in pre-planning work resulting in more efficient, cost effective, and safer projects. Using this software will allow for effective planning for paths of travel, use of space, and security protocols.

- » **Facilities Management (FM)** solutions and as-built documentation can be offered through use of the model. Hensel Phelps can help DIA with seamless integration with Maximo and use of the model in addition to implementing those solutions with on-site personnel based on DIA’s needs.
- » **Reality Capture** is used where there is critical infrastructure or the need to document in detail existing as-built conditions. We employ the use of 3D cameras to capture the conditions. The images are combined to form a complete image where hyperlinks can be added for future reference.

CASE STUDY:

One of the characteristics of BIM is that it produces a 3D model, providing unlimited opportunities for improving coordination between building components and trades. We use 3D models to generate a detailed clash report and log, along with suggested solutions for resolving each conflict. The resolution of each item is tracked and verified on the subsequent design revision. On the Love Field Modernization Program the BIM process worked so successfully that only one field change was required during the installation of the new baggage handling system.



Airport Systems Coordination Model - The long green element is the baggage handling system

Our 4D models enable us to confirm the optimal schedule sequence is planned, resolve construction sequencing issues, and analyze the schedule impacts of alternative “what if” design changes. The 4D model also helps in the development of the project’s schedule, the critical path, manpower requirements, and can assist with phasing during peak hours and holidays.

B DESCRIBE THE USE OF BIM FOR AS-BUILTS

The Hensel Phelps team has specific knowledge and experience with the processes for asset management and preventative maintenance workflows from Revit design and as-built models to Maximo. Revit is the Hensel Phelps tool of choice for BIM tasks. Hensel Phelps is well versed in Revit workflows, standards, and best practices. Used in conjunction with the Maximo connector tool, the Hensel Phelps team has utilized Revit to assist previous clients in managing their facilities with the models and information generated and gathered during design and construction.

Hensel Phelps’ well established BIM field workflows and technologies are an integral part of a design model installation and the data management quality control process. From design to coordination, bidding and buy-out, submittal, fabrication, installation, inspection, punch, and sign-off, all of these processes can be used in progression to generate an accurate and usable as-built model, document set, and attribute database.

It is Hensel Phelps’ experience that if these standards, procedures, and workflows are generated at the beginning of the project, agreed to by the entire team, and adhered to throughout design, fabrication, construction, commissioning, and operations, the hand off of an accurate and usable as-built deliverable will achieve resounding success. This success will be defined as an immediate benefit to DIA as a running turnkey operations systems without the need for redundant, time consuming, and transcription prone data entry.

C DESCRIBE YOUR GENERAL SCHEDULING PHILOSOPHY.

Hensel Phelps' general scheduling philosophy is to closely coordinate with all Stakeholders and provide detailed schedules and overviews of project progress.

For the DIA On-Call contract, during the task order initiation period, Hensel Phelps' key construction professionals will begin an intensive effort to fully review the plans, specifications, site logistics, key milestones, and other critical information. During this period, information gathered will be used to validate initial pre-award schedule and strategies.

This information will also help formulate the development of the preliminary task order schedule and pre-work planning. During this period Hensel Phelps will identify major key features of the task order. These meetings will include all Stakeholders, including end-user officials, subcontractors and company resources. During these meetings key owner/end-user objectives for the task order will be outlined and goals identified.

During schedule development, the Hensel Phelps team will analyze any key high risk activities and formulate a pre-work management plan to track the progress from purchasing through submittals, fabrication, installation, and commissioning.

SCHEDULE UPDATES & INCORPORATING MODIFIED TASK ORDERS OR NEW TASK ORDERS INTO THE SCHEDULE

Hensel Phelps will handle schedule updates and/or incorporation of new task orders / modifications by:

- » Coordinating purchasing and contracting efforts to provide the procurement team with critical site logistics and dates of required materials;
- » Developing long-lead item scheduling;
- » Regular maintenance of the task order baseline schedule and bi-monthly updates.

The Hensel Phelps team will integrate and analyze "changes" to the schedule and develop mitigation strategies to maintain the proposed task order completion date. Upon issuance of a change notice, Hensel Phelps will analyze the "change" scope of work for manpower, resources, and logic relationships to provide fragnet schedules. These fragnet schedules will be reviewed with the project team, DIA and all Stakeholders, prior to integration into the current task order schedules. Hensel Phelps will use the P6 scheduling software "what if" capabilities to determine the impacts, if any, on the overall performance period.

D

Since Primavera's inception, Hensel Phelps has been using this scheduling software as a standard platform for the company. The basis of Hensel Phelps' corporate scheduling capability is a highly trained workforce of supervisory personnel that are well versed and proficient in the latest version of P6. Hensel Phelps uses P6 exclusively for all critical path method (CPM) schedules which are cost and resource loaded. Hensel Phelps provides annual training to employees responsible for developing and managing project schedules. As a result, Hensel Phelps superintendents, managers, and engineers are able to read and utilize the CPM as the overall project roadmap.

E

HOW DO YOU EFFECTIVELY USE SCHEDULES?

Hensel Phelps' effective use of schedules includes ensuring that schedule milestones are met, or exceeded, by establishing a comprehensive and realistic plan to continuously monitor progress. The progress of each issued task order will be clearly communicated to the Hensel Phelps DIA project management team. Depending on the task order, the team will utilize the following interrelated scheduling tools to ensure that milestones are met effectively and efficiently.

- » **Baseline Critical Path Method (CPM) Schedule:** The CPM schedule will serve as the road map for task order planning and execution. Additional schedule control tools (described herein) will be developed from the baseline schedule. The cost loaded CPM will be updated monthly and monitored at both the jobsite and executive levels.
- » **Submittal & Delivery Tracking Log:** Developed from the CPM and reviewed as often as appropriate in daily staff meetings, this log will allow the office and

field staff to manage the submittal process and coordinate material deliveries. The log will be updated on a weekly basis.

- » **Four-Week Schedule:** The four-week schedule will further define CPM activities down to the day-to-day elements that make up a CPM activity. This schedule will serve as the daily work plan and will be reviewed with the subcontractor foremen at the weekly coordination meeting.
- » **90-Day Schedule:** The 90-day schedule will add greater definition to CPM activities that will commence in the next three months, from the date of this submission. The schedule will be reviewed bi-weekly and utilized by the office staff to order materials.
- » **Short Interval Production Schedule (SIPS):** A SIPS schedule is a method employed to break a complex schedule of multiple trades down into a trade-by-trade sequence of activities organized into fixed

weekly timeframes. Should a large task order be issued, a SIPS schedule would be ideal for efficiency. The weekly review of a SIPS schedule and field progress in each area quickly reveals the status of the project. If trades are not completing their scope of work within the specified timeframes, immediate measures can be taken to increase their individual production to maintain the overall project schedule.

- » **Trend Charts:** The daily production of key construction elements will be monitored and charted weekly. Trend charts will contain a planned duration curve and the weekly production will be plotted on an actual curve line. Trend charts are typically developed for any concrete, structural steel, pre-cast, and duct bank activities.

These scheduling tools have resulted in outstanding performance with regards to meeting scheduled completion dates on some of the most challenging projects in the country.



DIVERSITY & INCLUSIVENESS

Refer to the following pages.

DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

In order for the agency or City to consider the bid or proposal, Contractors must complete the electronic version of the Diversity And Inclusiveness In City Solicitations Form then **print the completed form and include the hard copy as part of its proposal documents. A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.** The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

Using the form found in link listed above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Information Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant's current practices, if any. Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

**Insert the completed hard copy of the Diversity And Inclusiveness
In City Solicitations Form immediately following this page.**

**A SIGNED HARD COPY OF THE COMPLETED FORM MUST
BE INCLUDED IN YOUR PROPOSAL RESPONSE**

Office of Economic Development Division of Small Business Opportunity 201 W Colfax Ave, Dept 907 Denver, CO 80202 P: 720.913.1714 F: 720.913.1809 www.denvergov.org/oed

Diversity and Inclusiveness* in City Solicitations Information Request Form Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods. Answer each question below. Missing or incomplete responses will be recorded as "no", "not applicable", or "none". A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.

Business Email Address *

sbrooke2@henselphelps.com

Enter Email Address of City and County of Denver contact person facilitating this solicitation. *

Amy.Kuchno@flydenver.com

Please provide the City Agency that is facilitating this solicitation: *

Denver International Airport

Agency Name (if not listed above) *

Project Name *

ON CALL BAGGAGE HANDLING SYSTEM ENABLING PROJECTS FOR TSA RELOCATION

Solicitation No. (Check Below if Not Applicable) *

201628516

Item # 141

Check Here if Solicitation No. is N/A

Name of Your Company *

Hensel Phelps Construction Co.

What Industry is Your Business? *

Construction/Landscape/Maintenance Services

If Other, Please Tell Us Your Industry: *

Address *

501 Lincoln Street

City *

Denver

State *

Colorado

Zip Code *

80203

Business Phone Number *

720.398.5700

Business Facsimile Number

970.398.5725

1. How many employees does your company employ? *

- 1-10
 11-50
 51-100
 Over 100

1.1. How many of your employees are:

Number of Full Time: *

Number of Part Time: *

2. Do you have a Diversity and Inclusiveness Program? *

- Yes
 No

If No, and your company size is less than 10 employees continue to question 10. Complete and sign the form.

If Yes, does it address:

2.1. Employment and retention? *

- Yes
 No

2.2. Procurement and supply chain activities? *

- Yes
 No

2.3. Customer Service? *

- Yes
 No

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *

Cultivating a diverse workforce is an important part of Hensel Phelps' culture, an effort backed by the Diversity Advisory Team (DAT), a standing advisory group made up of employees from a variety of ethnic and racial backgrounds, as well as the WNET, a leadership network of women within the company. These teams provide direction and vitality to Hensel Phelps' mission of developing a diverse workforce, by strengthening the company's recruitment, employee retention, mentoring, and advancement objectives.

Above all, diversity elevates human value and productivity by respecting and utilizing the differences people bring to the workplace. Our workforce diversity also allows Hensel Phelps to be a better reflection of the communities in which we live and work, and to ensure that our employees are the best and brightest in the industry.

As further extension of these values, the company also has a long-standing SMWBE subcontractor and joint venture partner development and participation program. The following list are a few examples of our SMWBE subcontractor and joint venture partner development and participation programs:

- Small Business Outreach Event for Prince George's County Based Businesses
- Outreach Event for Upcoming Bidding Opportunities (El Centro Courthouse / Imperial County Jail / Calexico Land Port of Entry Modernization)
- Outreach Event for Ascend Apollo Phase I and Aspire Phase II
- Bid Package 6 Outreach Meeting
- Meet & Greet / Outreach Event for South Terminal C, Phase I Orlando International Airport
- Multi-Agency Service Park Project MFD Outreach Event

Through this program, Hensel Phelps develops productive business relationships with minority and woman-owned business partners in the industry, which fosters community business development in the markets where the company works.

4. Does your company regularly communicate its diversity and inclusiveness policies to employees? *

- Yes
 No

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply) *

- Employee Training
 Pamphlets
 Public EEO Postings
 Other

5. How often do you provide training and diversity and inclusiveness principles? *

- Monthly
 Quarterly
 Annually
 N/A
 Other

5.1 What percentage of the total number of employees generally participate? *

- 0-25%
 26-50%
 51-75%
 76-100%
 N/A

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below) *

Hensel Phelps is committed to the national betterment of small, minority and women-owned suppliers, and as such, has established multiple programs that encourage their growth through participating in round table discussions, tracking diversity statistics on recruiting, retention, and promotion for inclusion in the monthly Diversity Workforce Reports, organizing charitable events in local communities, engaging the younger generation through ACE Mentorship program, and fostering relationships through our Mentor-Protégé Program.

The Mentor-Protégé Program, a major component of our efforts to assist minority and women-owned businesses, is a program designed to develop the technical capabilities of these smaller contractors so that they are better positioned in the marketplace as either prime contractors or subcontractor, or both. Along with the benefits drawn by the protégés, we as the mentor firm receive tangible value from these relationships.

Since 2005, we have provided this mentorship to over 50 firms including the following:

- Sky Blue Builders
- Athena Construction Group, Inc.
- Blue Forge, LLC / ARGO Systems LLC
- Adolph's Glass Company, Inc.
- LeVis Consulting Group, LLC
- TPT Gardner

7. Do you have a diversity and inclusiveness committee? *

- Yes
- No

7.1 If Yes, how often does it meet? *

- Monthly
- Quarterly
- Annually
- Other

7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below) *

8. Do you have a budget for diversity and inclusiveness efforts? *

- Yes
- No

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? *

- Yes
- No

10. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program. *

11. Would you like information detailing how to implement a Diversity and Inclusiveness program? *

Yes

No

If yes, please email XO101@denvergov.org.

I attest that the information represented herein is true, correct and complete, to the best of my knowledge. *

Check Here if the Above Statement is True.

Name of Person Completing Form *

Samantha Brooke

Today's Date

08-15-2016

NOTE: Attach additional sheets or documentation as necessary for a complete response.

*"Diversity and inclusiveness program" means a program that invites values, perspectives and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization's workplace. "Diversity" encompasses a wide variety of human differences, including differences such as race, age, gender, gender identity, sexual orientation, ethnicity, physical disabilities, appearance, historically underutilized and disadvantaged persons, as well as social identities such as religion, marital status, socio-economic status, lifestyle, education, parental status, geographic background, language ability, and veteran status."



SCHEDULE OF RATES & MARKUPS

Per the RFP instructions, Exhibit K (in Excel 2010 format) is included in a separate sealed envelope on a separate USB drive from the proposal. Also, per the RFP instructions, Exhibit L (in Excel 2010 format) is included as a separate file on the proposal USB drive.

(7D) SCHEDULE OF RATES AND MARKUPS FORM

Include Exhibit K and Exhibit L in their entirety.

A. Position Rates as Provided in Exhibit L

Project Manager:	<u>\$102.04</u>
Project Superintendent:	<u>\$116.11</u>
Project Engineer:	<u>\$90.85</u>
Office Engineer:	<u>\$79.48</u>
Administrative Asst. / Timekeeper:	<u>\$74.38</u>

B. Labor Markup

Labor Markup Percentage: 7%

Markup to be multiplied by estimated labor cost as negotiated. Estimated labor cost will be the estimated actual labor costs submitted by contractor and verified by CCD. Estimated labor cost will include all craft wages, fringe benefits and burdens. Markup will include overhead, home office overhead safety and other training, profit, small tools, and consumables. Small tools are defined as any tool with a replacement value of \$500 or less. Consumables are defined as any materials that may be consumed by the work and are not part of the permanent installation (e.g. rags, drill bits, hard hats, safety glasses, gloves, saw blades, reciprocating saw blades, tape, welding rod, etc.).

C. Material Markup

Material Markup Percentage: _____ 3%

Markup to be multiplied by actual material quotes if available or estimated cost if not available. Markup will include overhead, home office overhead and profit. Markup will not be applied to sales taxes.

D. Equipment Markup

Equipment Markup Percentage: _____ 3%

Markup to be multiplied by estimated equipment costs as negotiated. Estimated equipment utilization rates will be derived from the Primedia Rental Rate Bluebook as modified by CDOT Standard Specifications for Road and Bridge Construction, Section 109.04 (c). Markup to include overhead, home office overhead and profit.

E. Subcontractor Markup

Subcontractor Markup Percentage: _____ 3%

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

F. Engineering and Survey Markup

Engineering and Survey Markup Percentage: _____ 3%

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

G. Testing Markup

Testing Markup Percentage: _____ 3%

Markup to be multiplied by agreed-to subcontractor testing submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.



CONCEPTUAL PHASING PLAN

The following Conceptual Phasing Plan demonstrates Hensel Phelps' unparalleled knowledge that we will bring to the BHS Enabling Project for TSA Relocation Project.

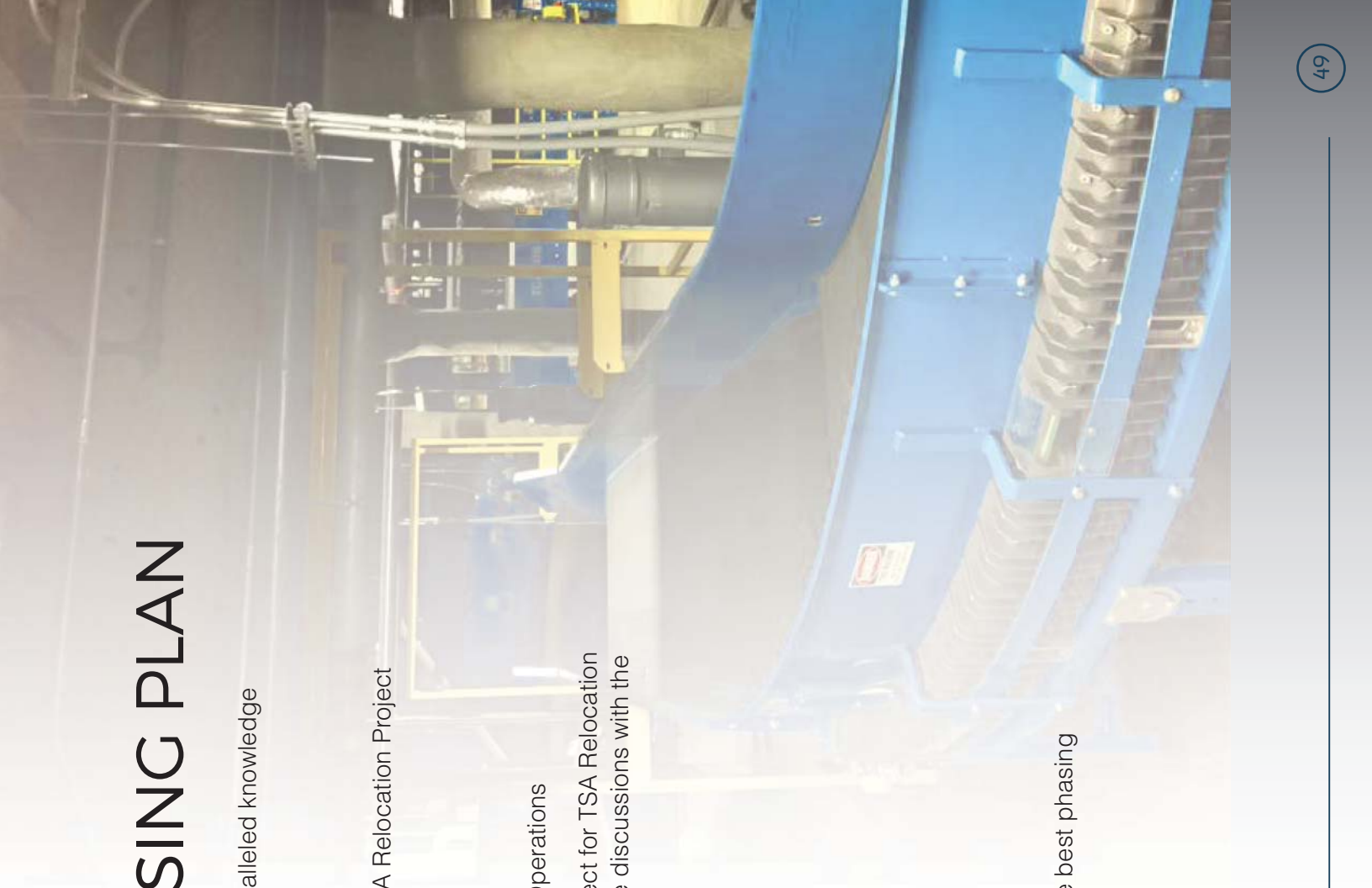
Based on our:

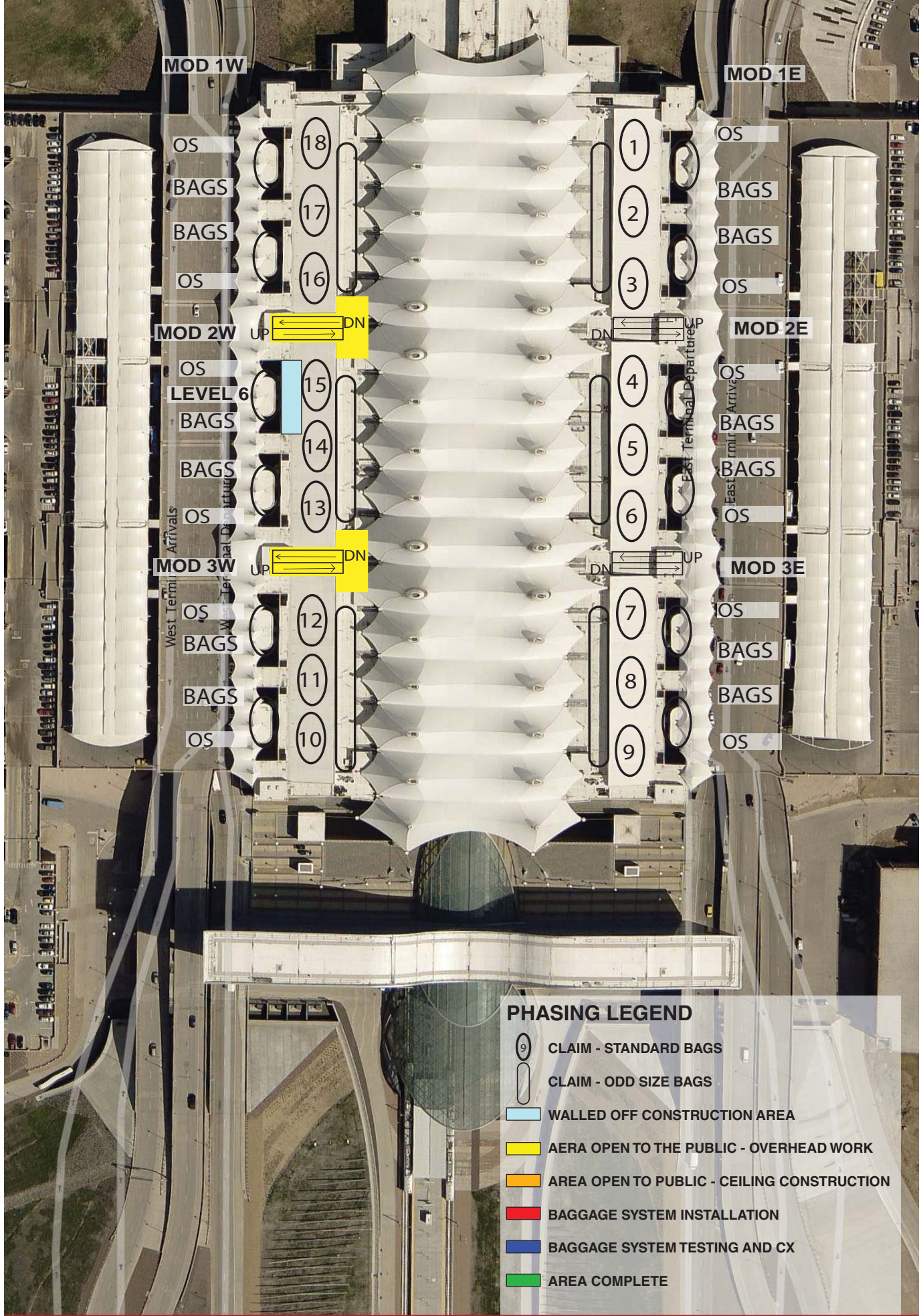
- » Limited knowledge of the specifics of the BHS Enabling Project for TSA Relocation Project
- » Working knowledge of the Terminal Baggage System Operations
- » Working knowledge of the Airline Baggage Claim Operations
- » Working knowledge of Airline Terminal Ticket Counter and Curbside Operations

We have developed an conceptual phasing plan for the BHS Enabling Project for TSA Relocation Project. If nothing else, it provides a starting point to immediately start have discussions with the stakeholders that include:

- » DIA
- » The Designer - Logplan
- » The Airlines
- » The Baggage System Installation Contractor
- » The Baggage System Controls Contractor
- » The Construction Team Members
- » DIA's P3 Contractor

Based on these discussions, this phasing plan will be revised to provide the best phasing solution possible.

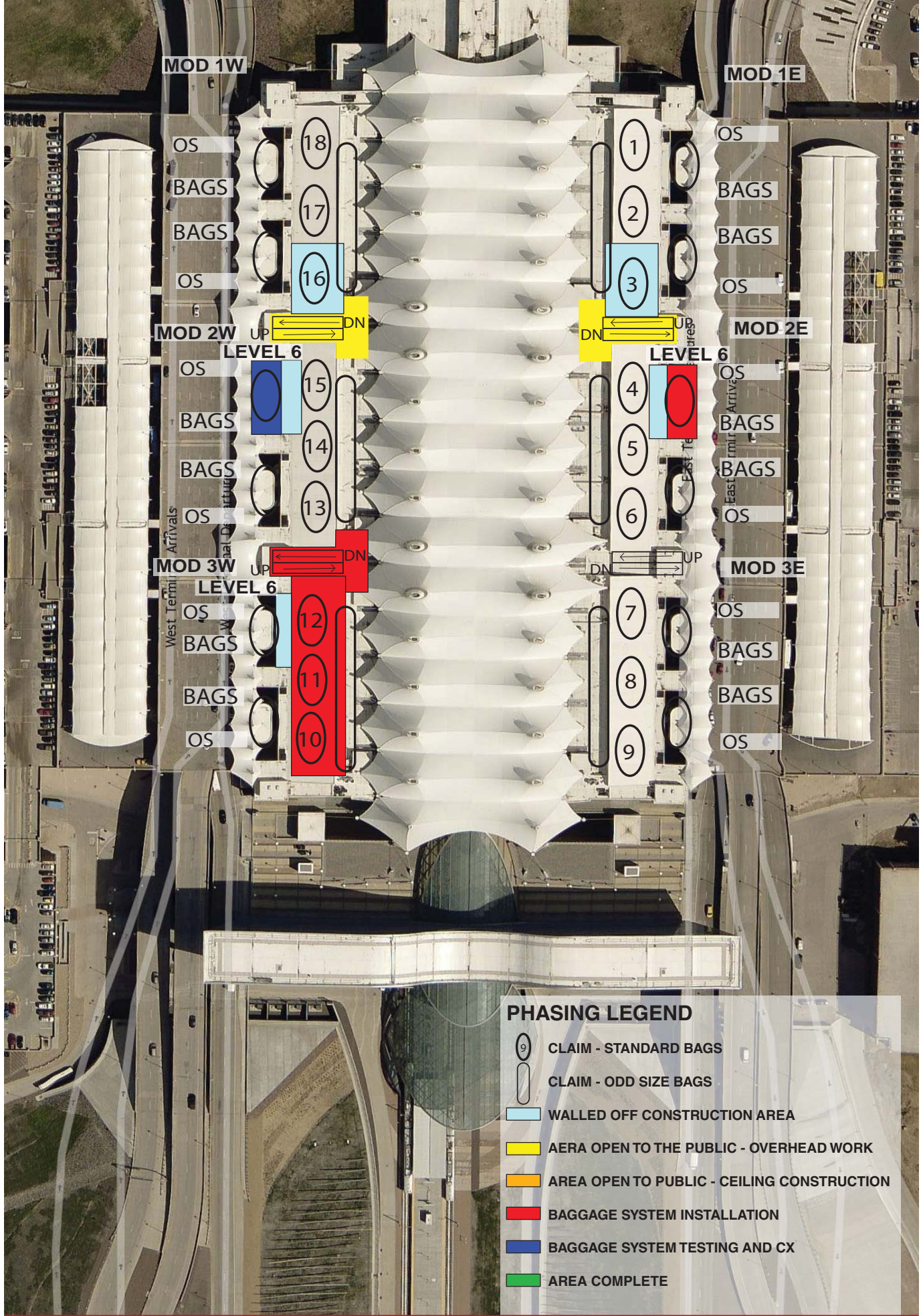












PHASING PLAN - A
ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL



HENSEL PHELPS
 Plan. Build. Manage.

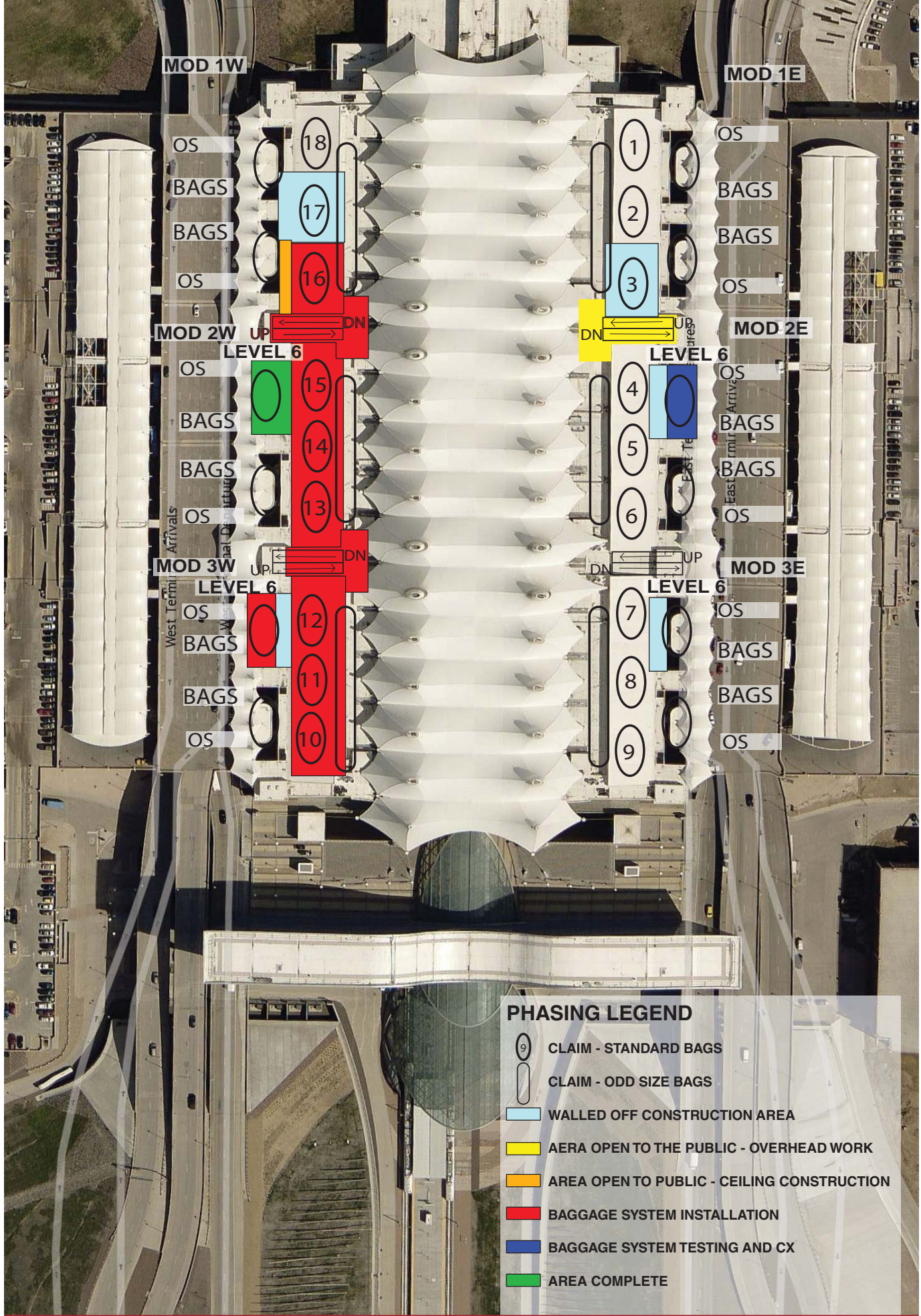


PHASING LEGEND









-  CLAIM - STANDARD BAGS
-  CLAIM - ODD SIZE BAGS
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PHASING PLAN - C
ONE CLAIM UNIT OUT OF SERVICE PER
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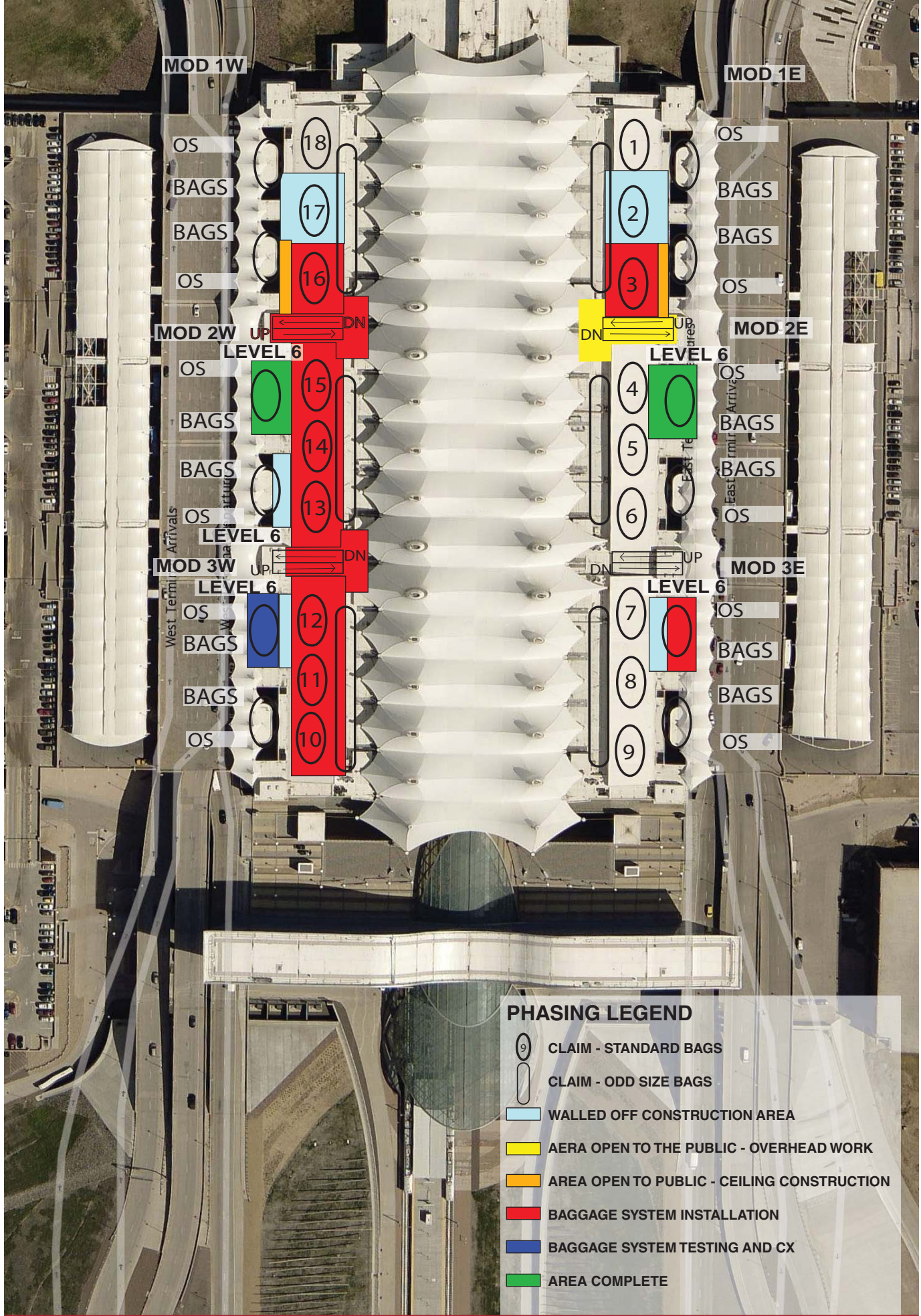












PHASING LEGEND

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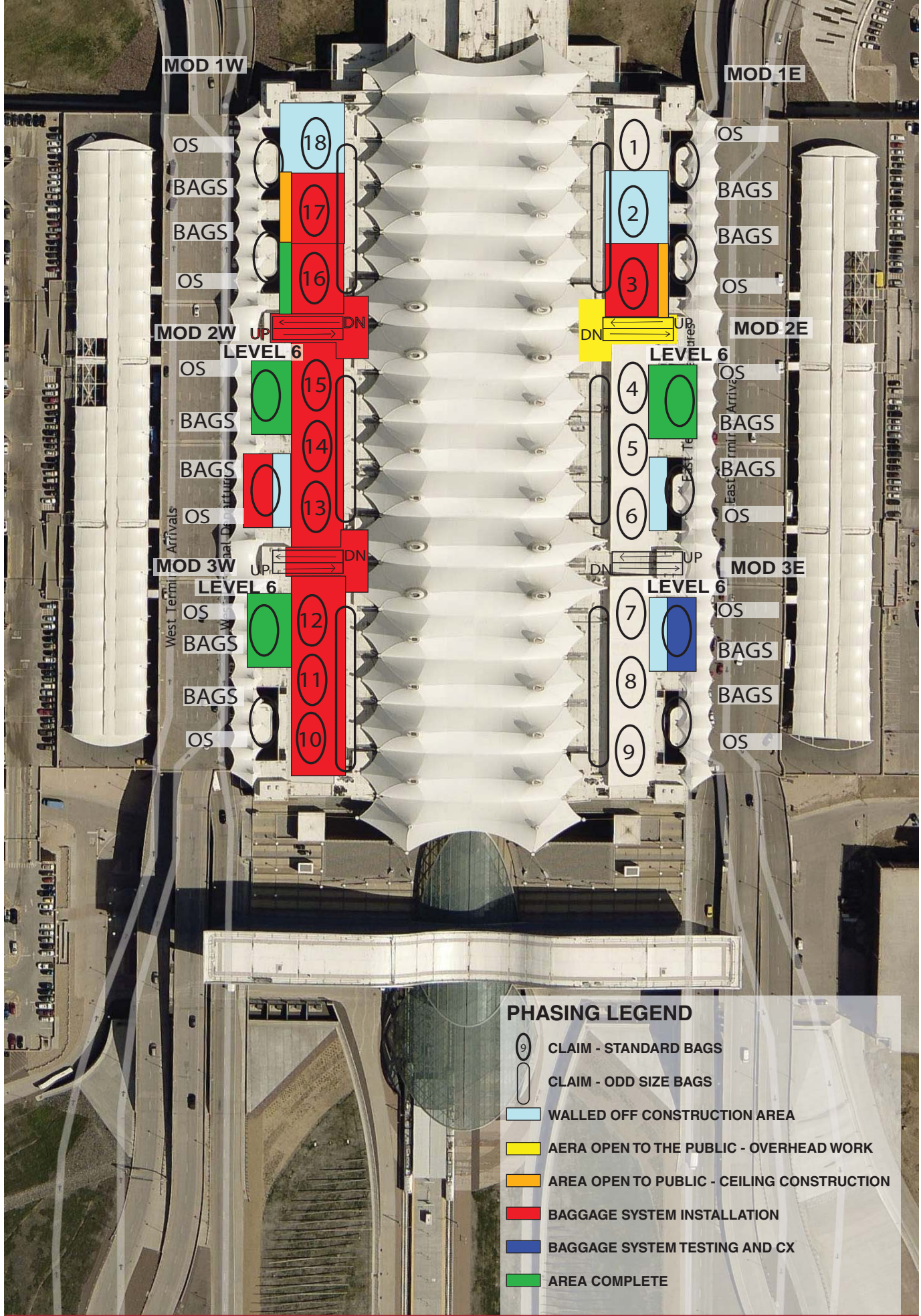
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ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL



PHASING LEGEND

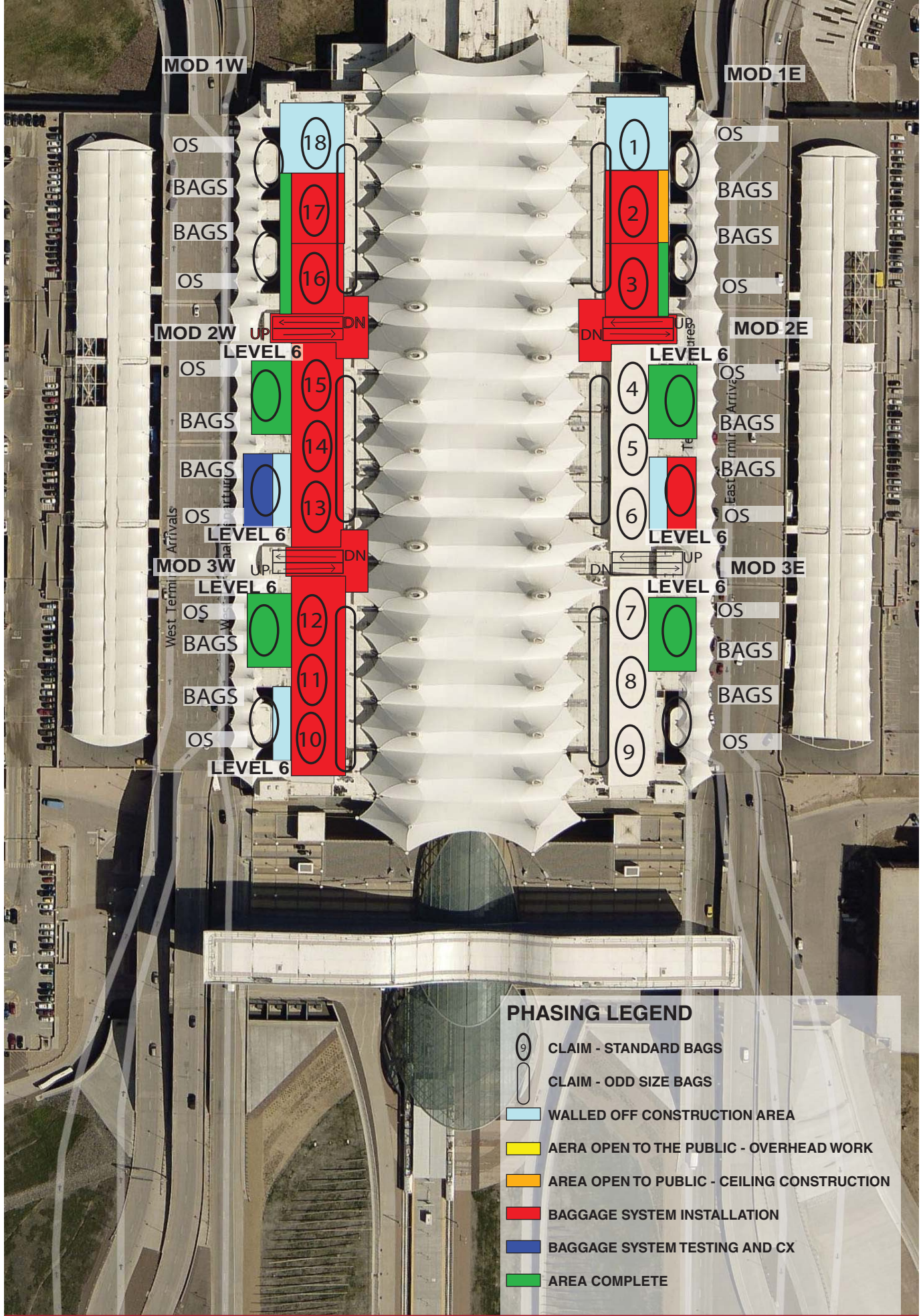
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PHASING PLAN - E
ONE CLAIM UNIT OUT OF SERVICE PER
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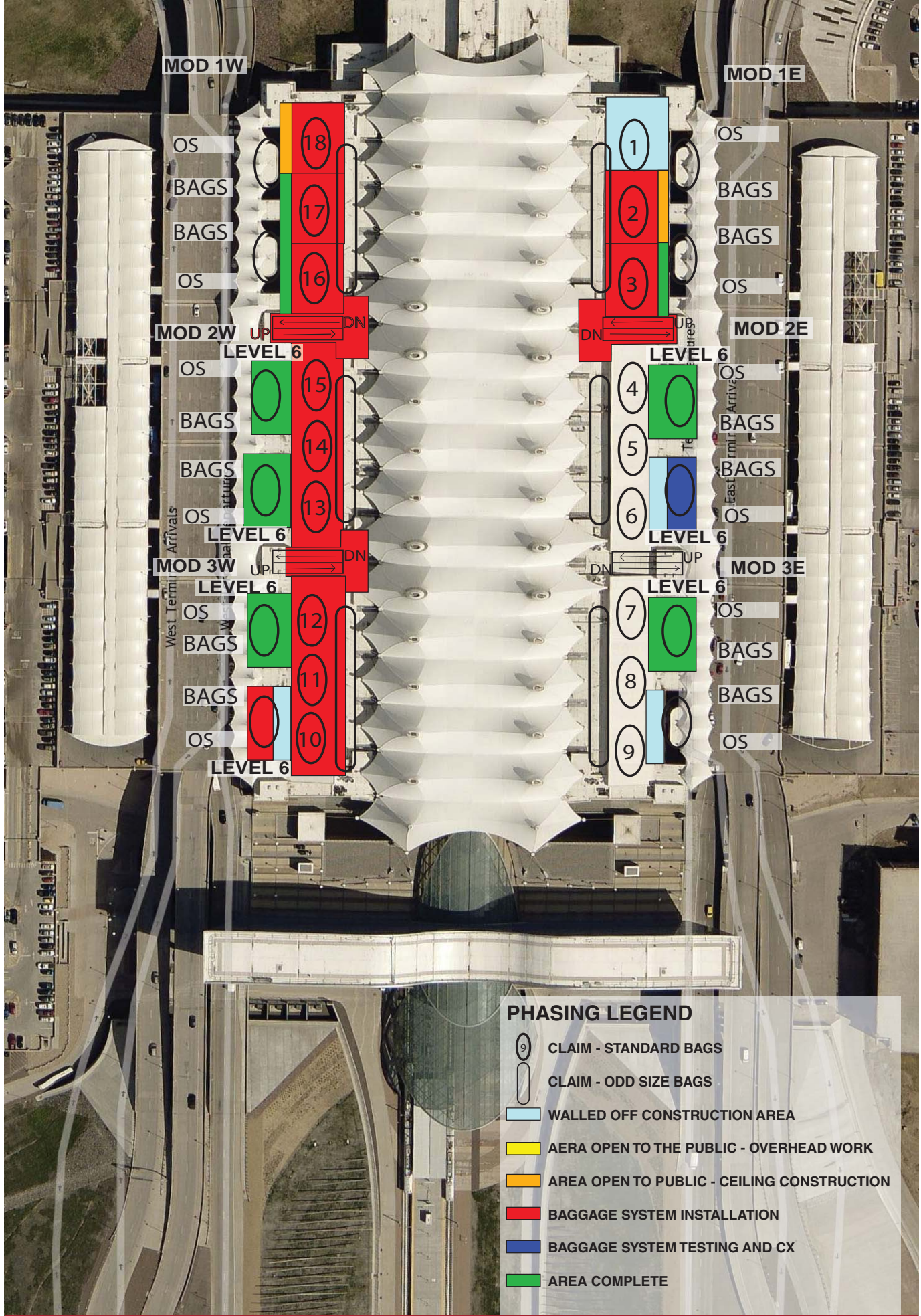


PHASING PLAN - F
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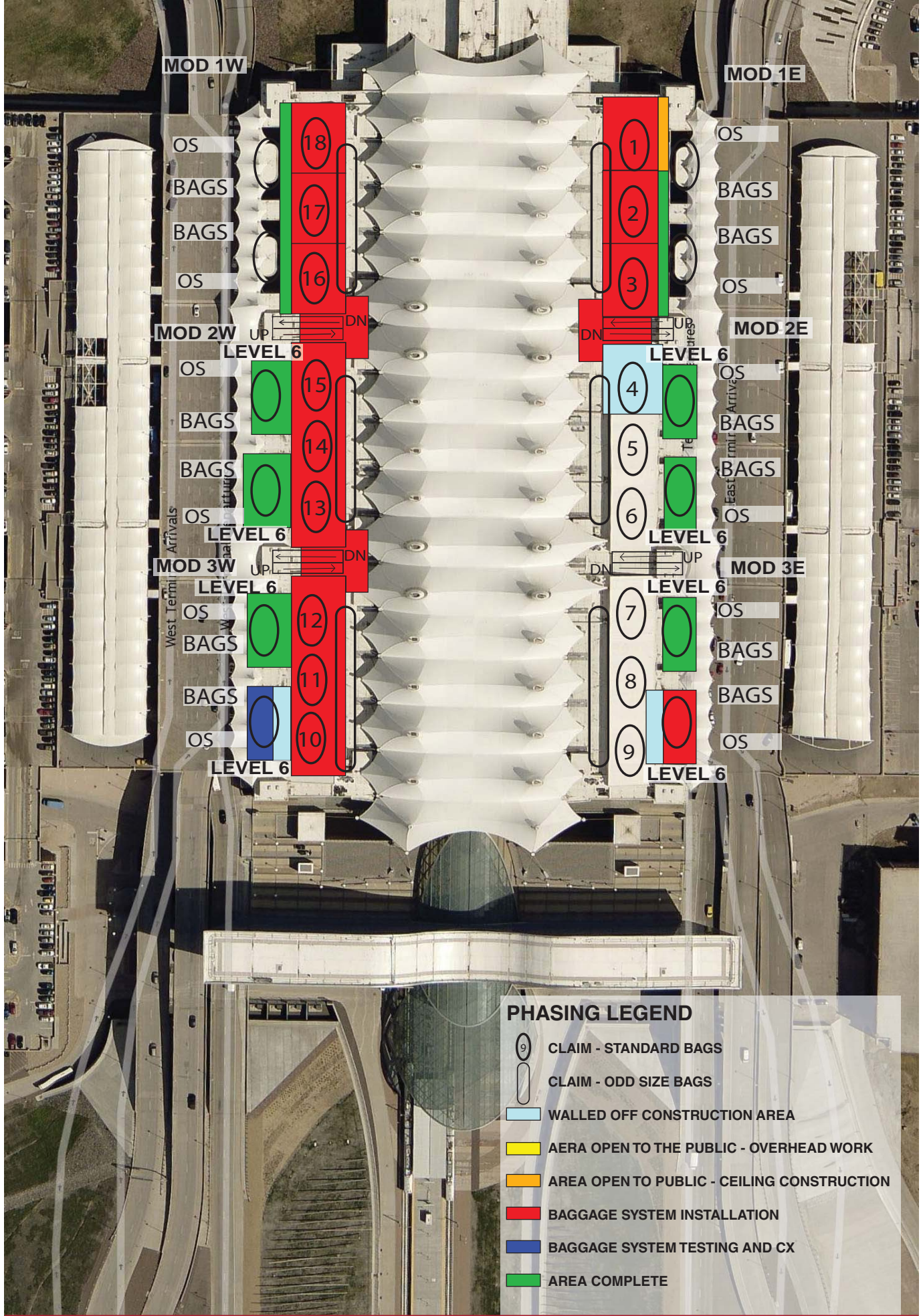


PHASING PLAN - G
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









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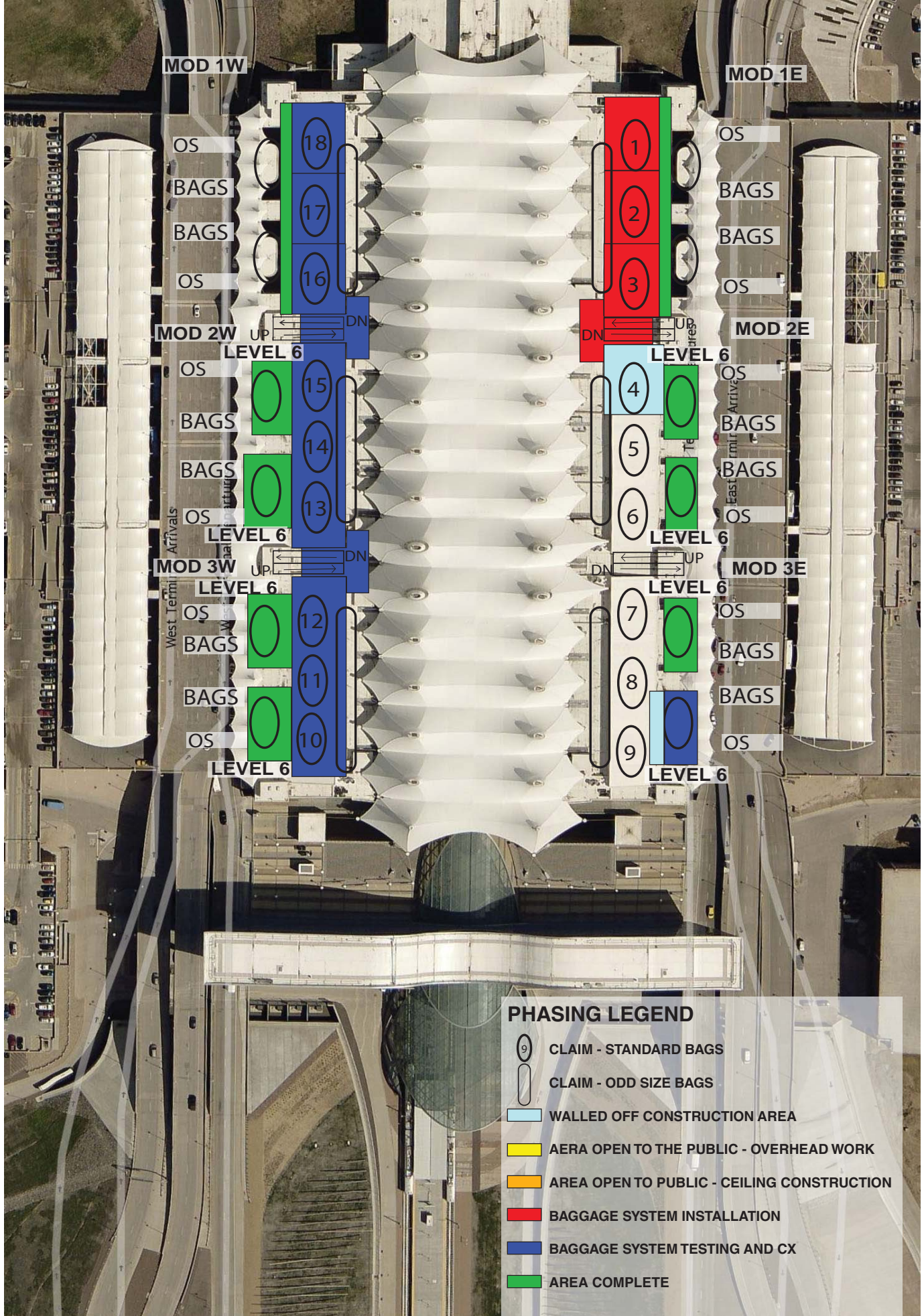












PHASING LEGEND

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PHASING PLAN - I.1
ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL

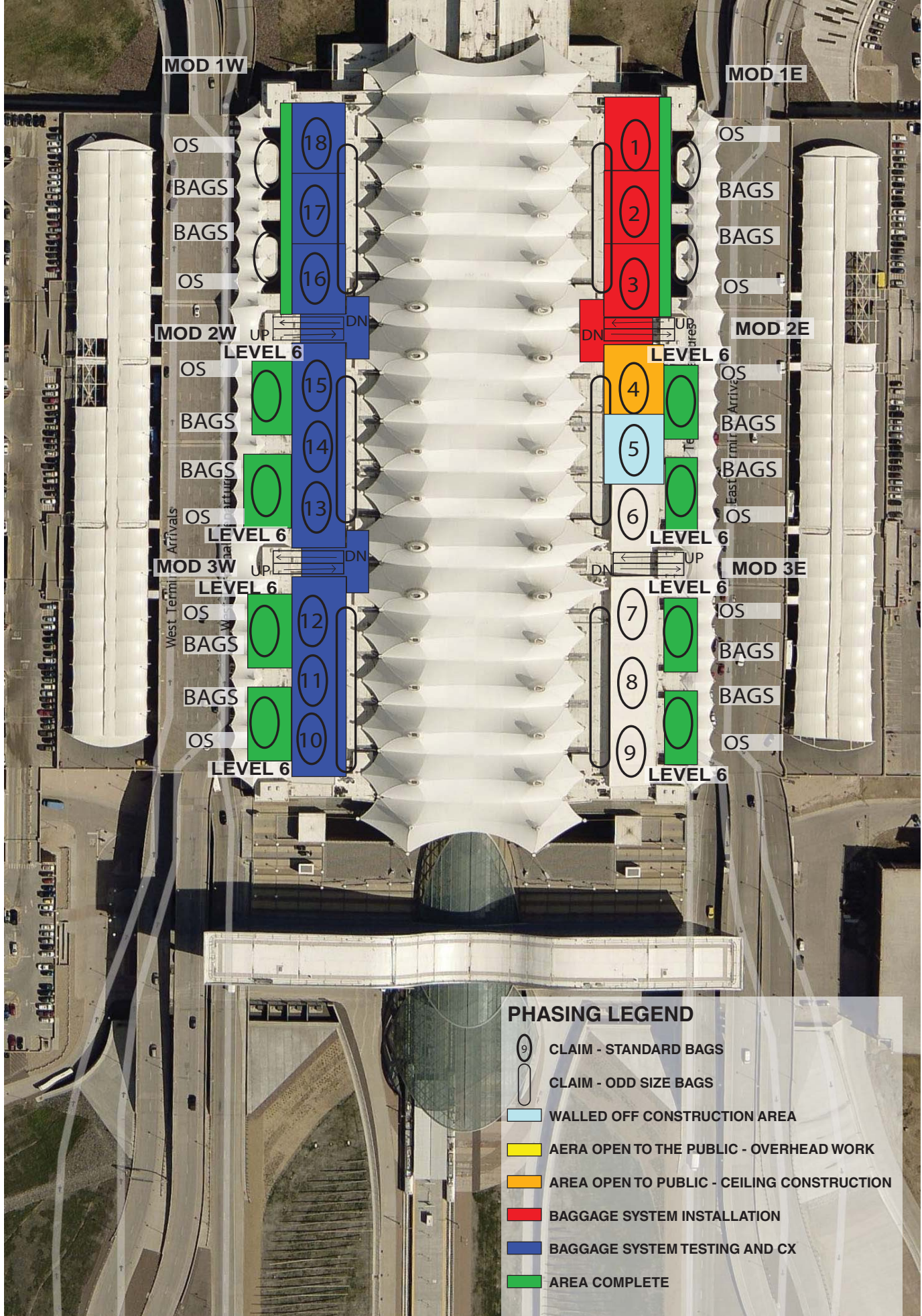


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







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PHASING PLAN - I.2
ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL



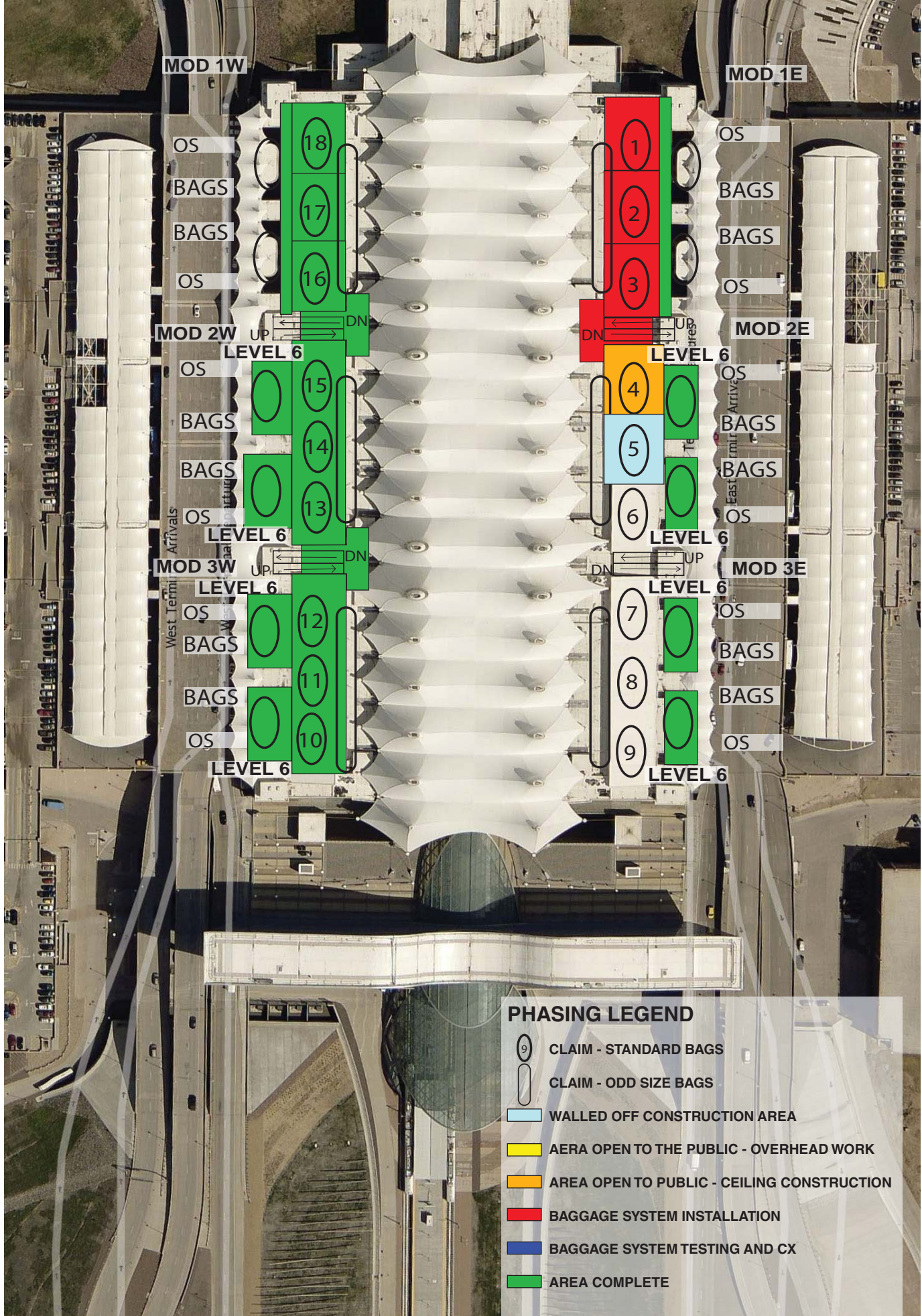


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







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PHASING PLAN - J.1
ONE CLAIM UNIT OUT OF SERVICE PER
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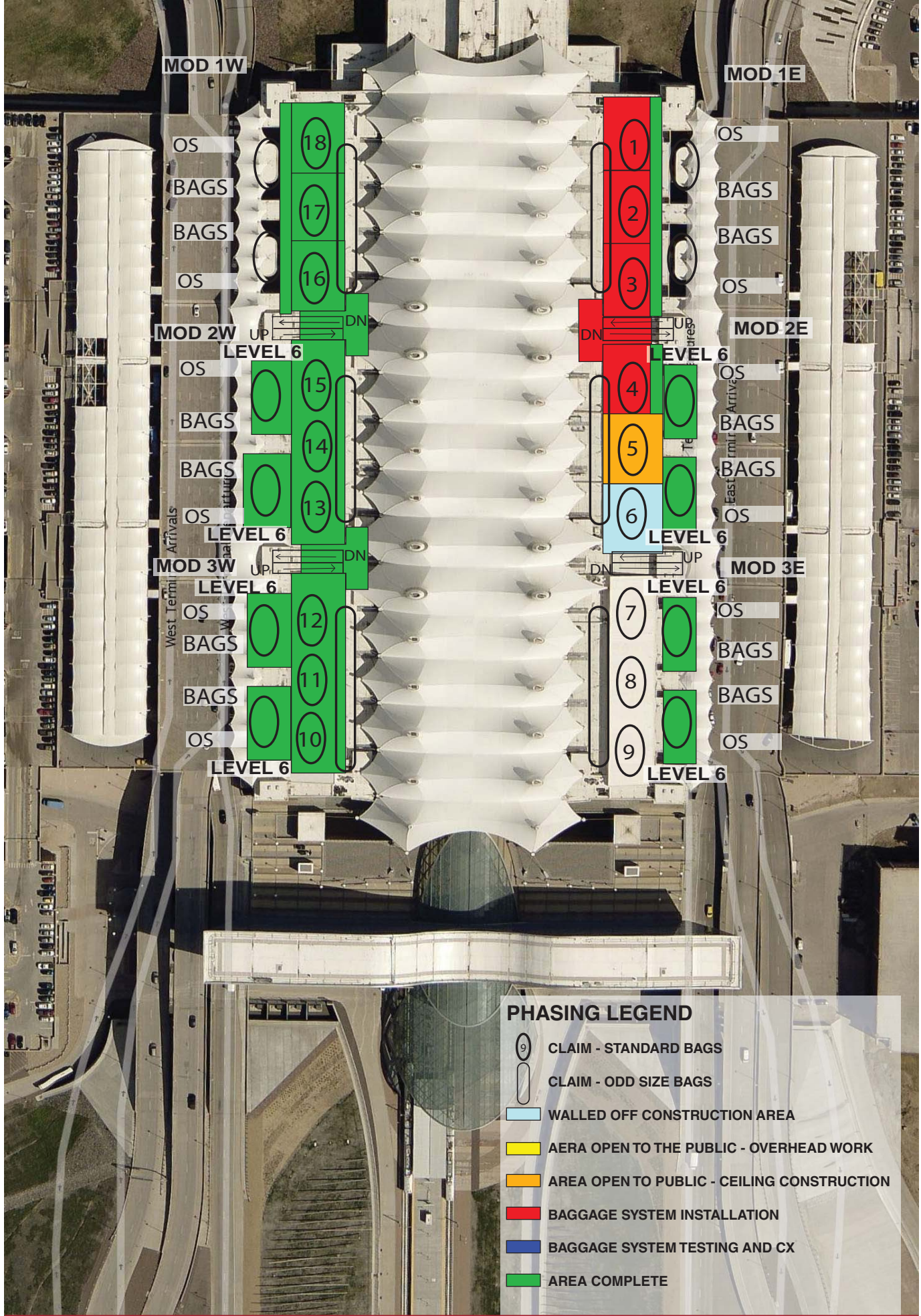


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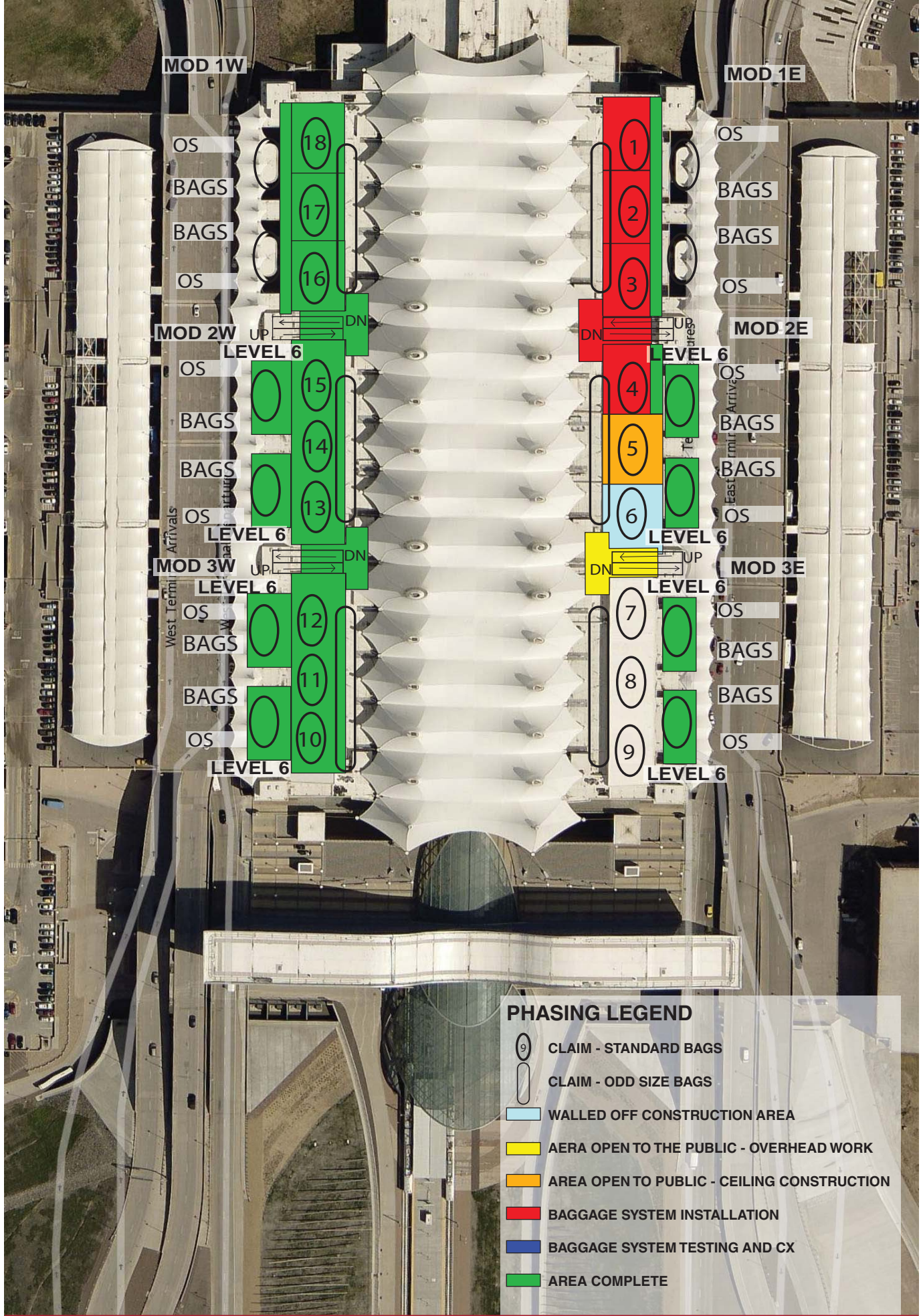
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PHASING PLAN - J.2
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SIDE OF THE TERMINAL

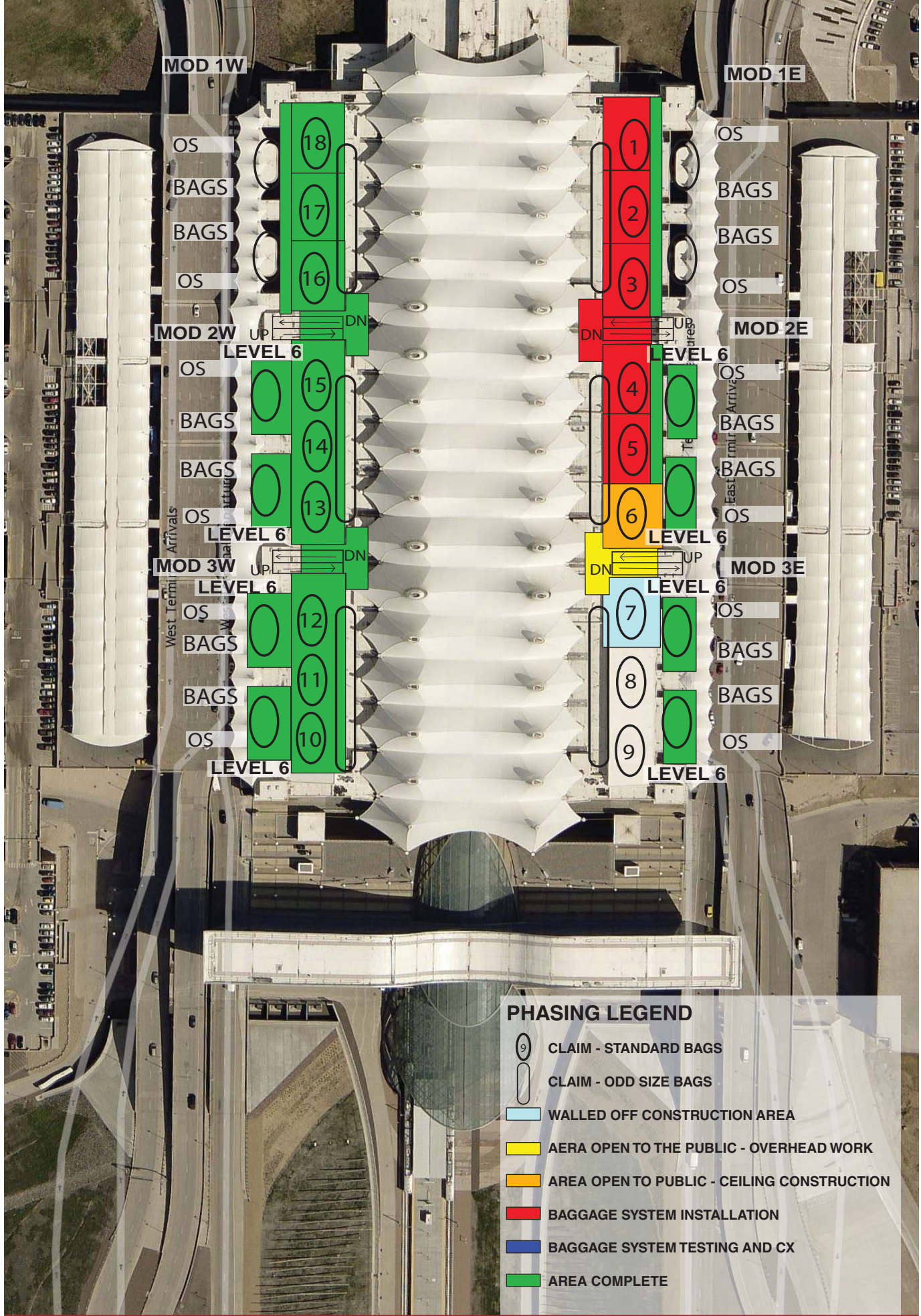




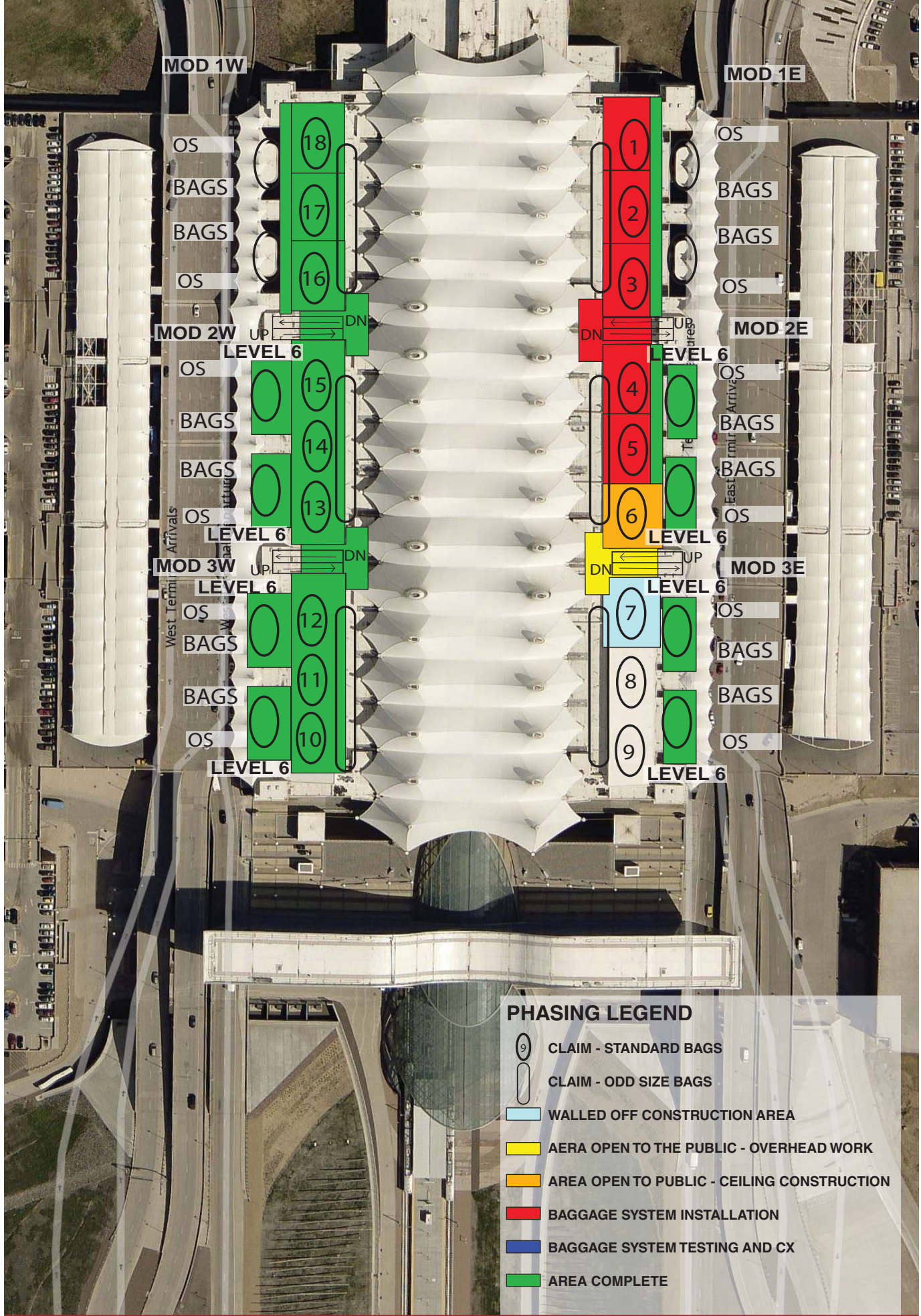
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ONE CLAIM UNIT OUT OF SERVICE PER
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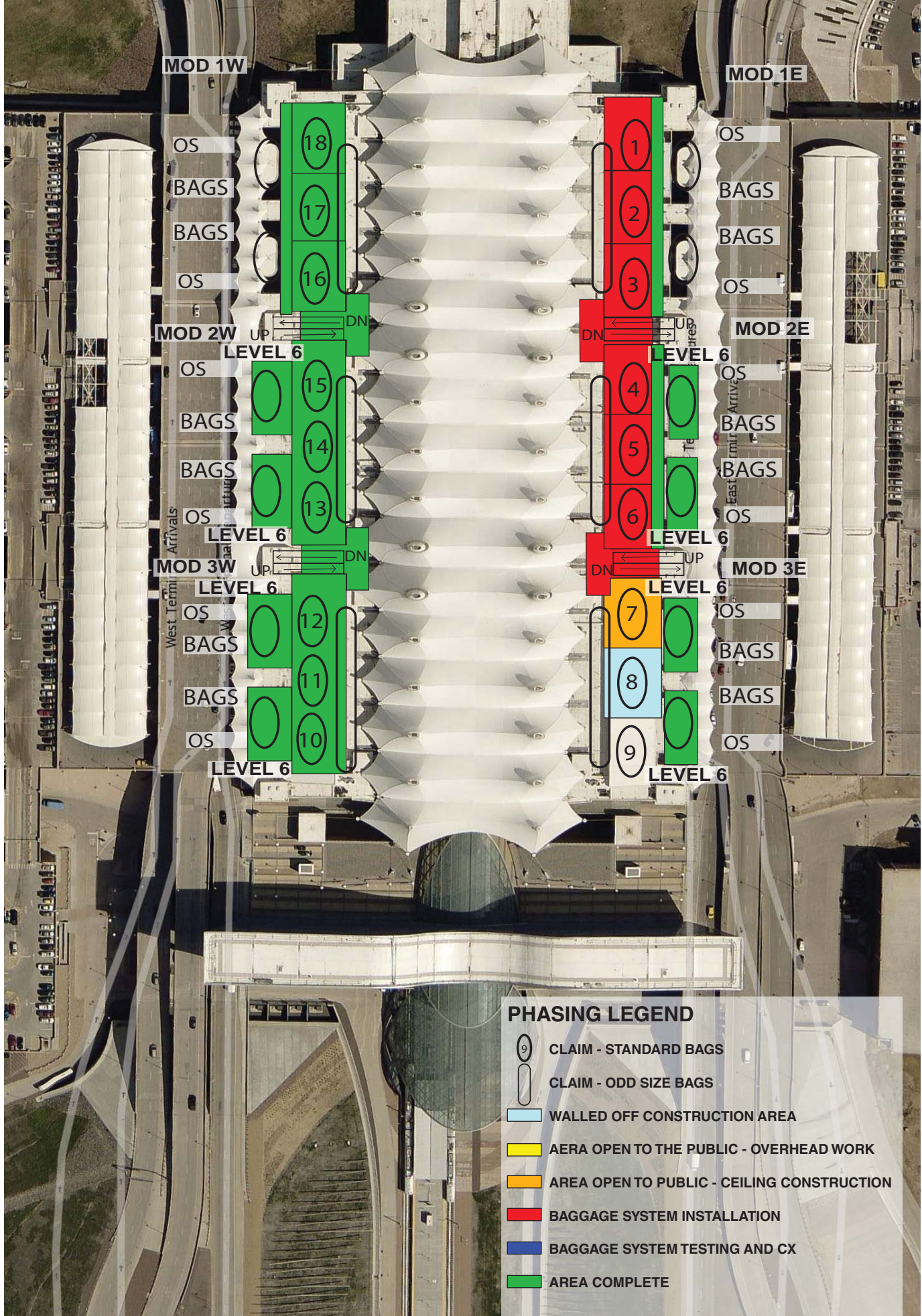
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







PHASING PLAN - L.1
ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL



PHASING PLAN - L.2
ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL

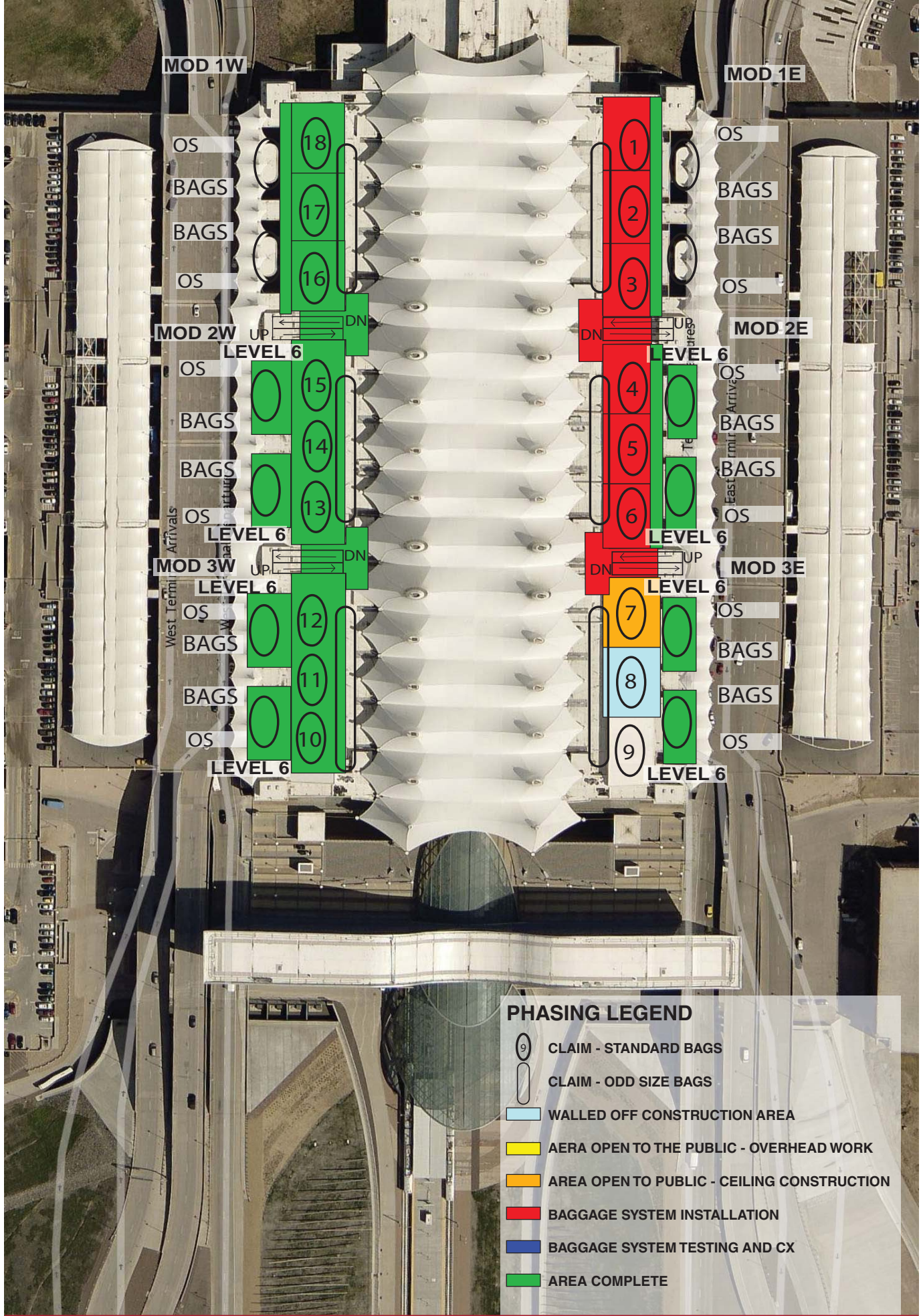


PHASING LEGEND









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PHASING PLAN - M.1
ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL

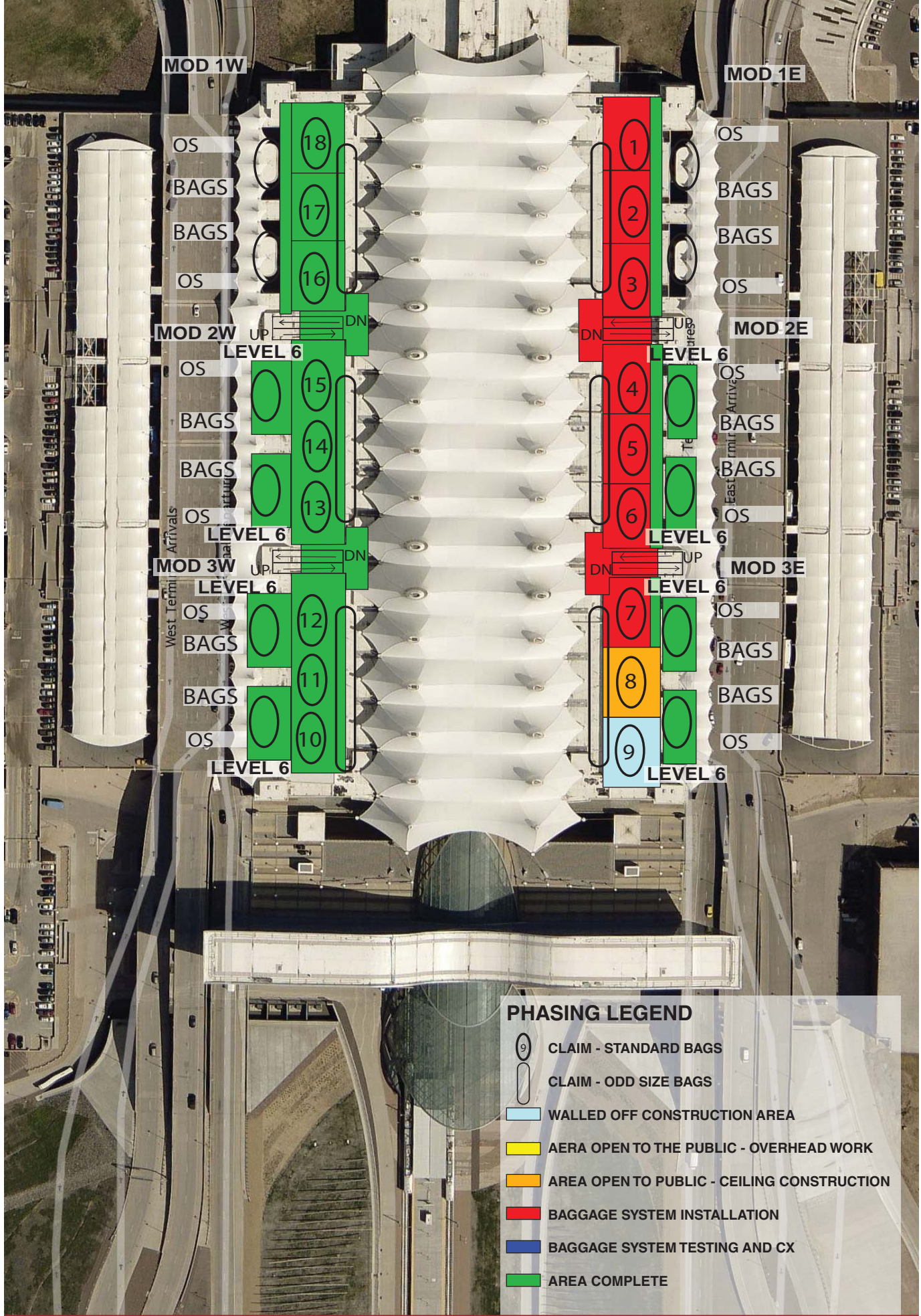




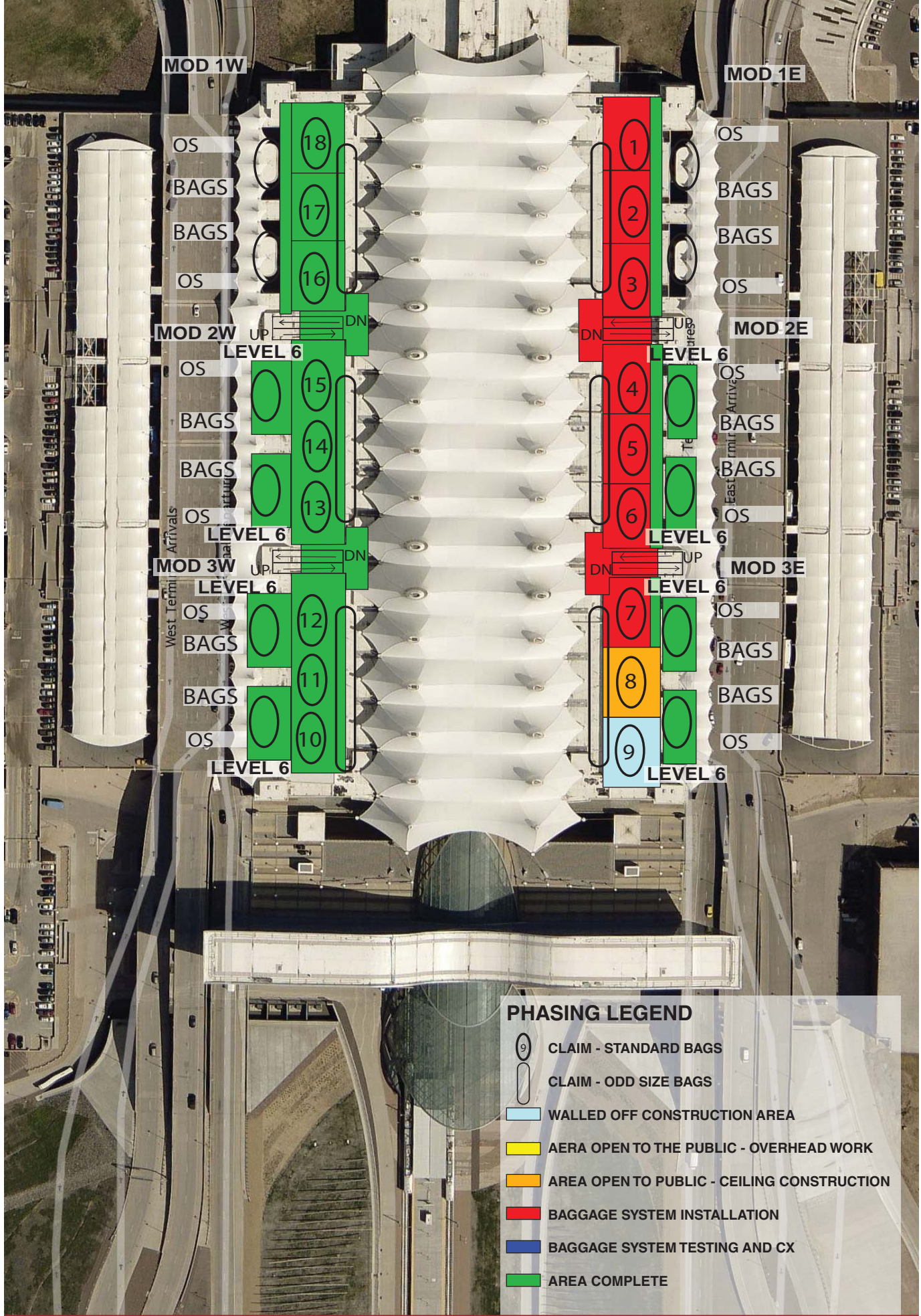
PHASING LEGEND

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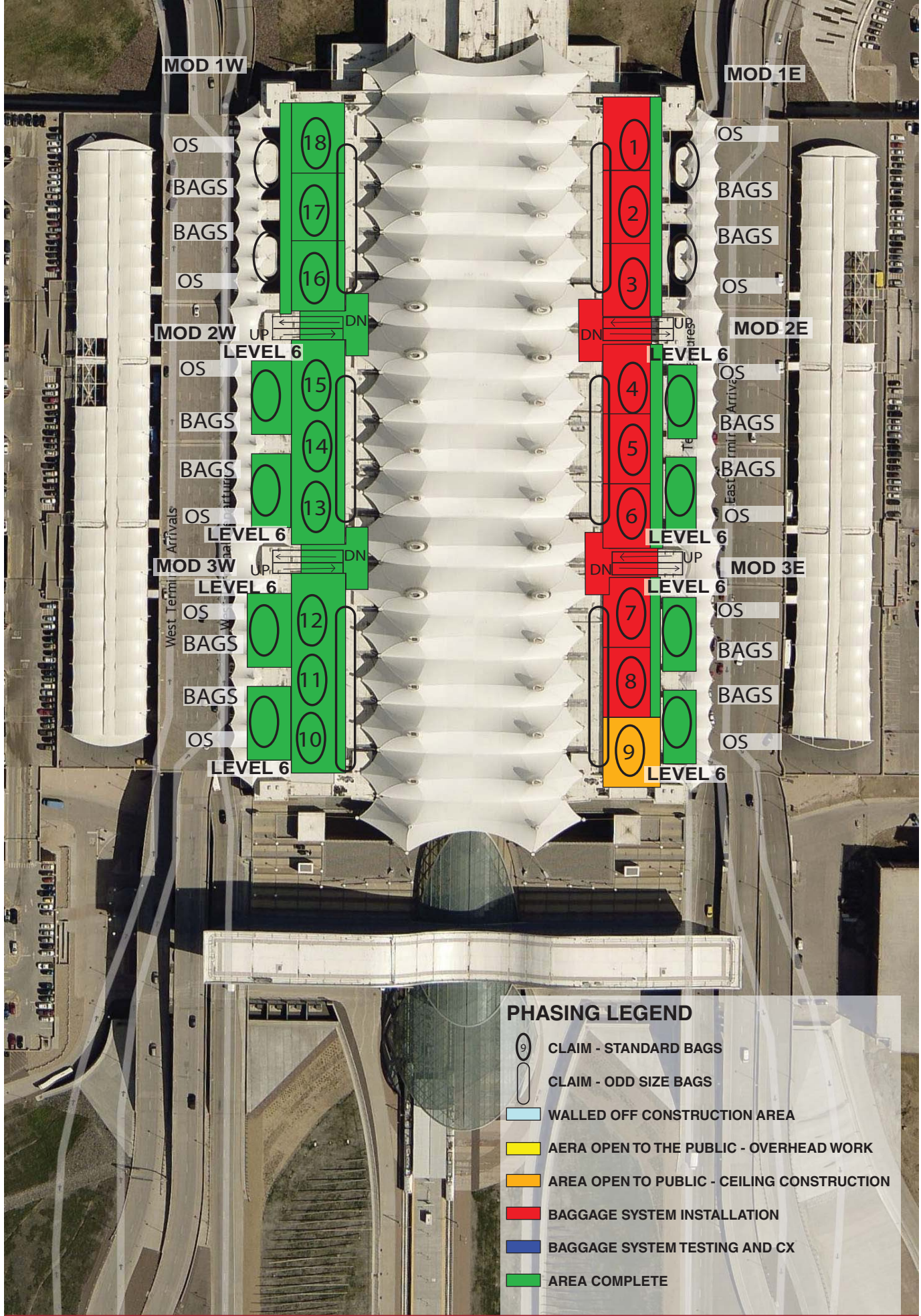
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ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL



PHASING PLAN - O.1
ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL

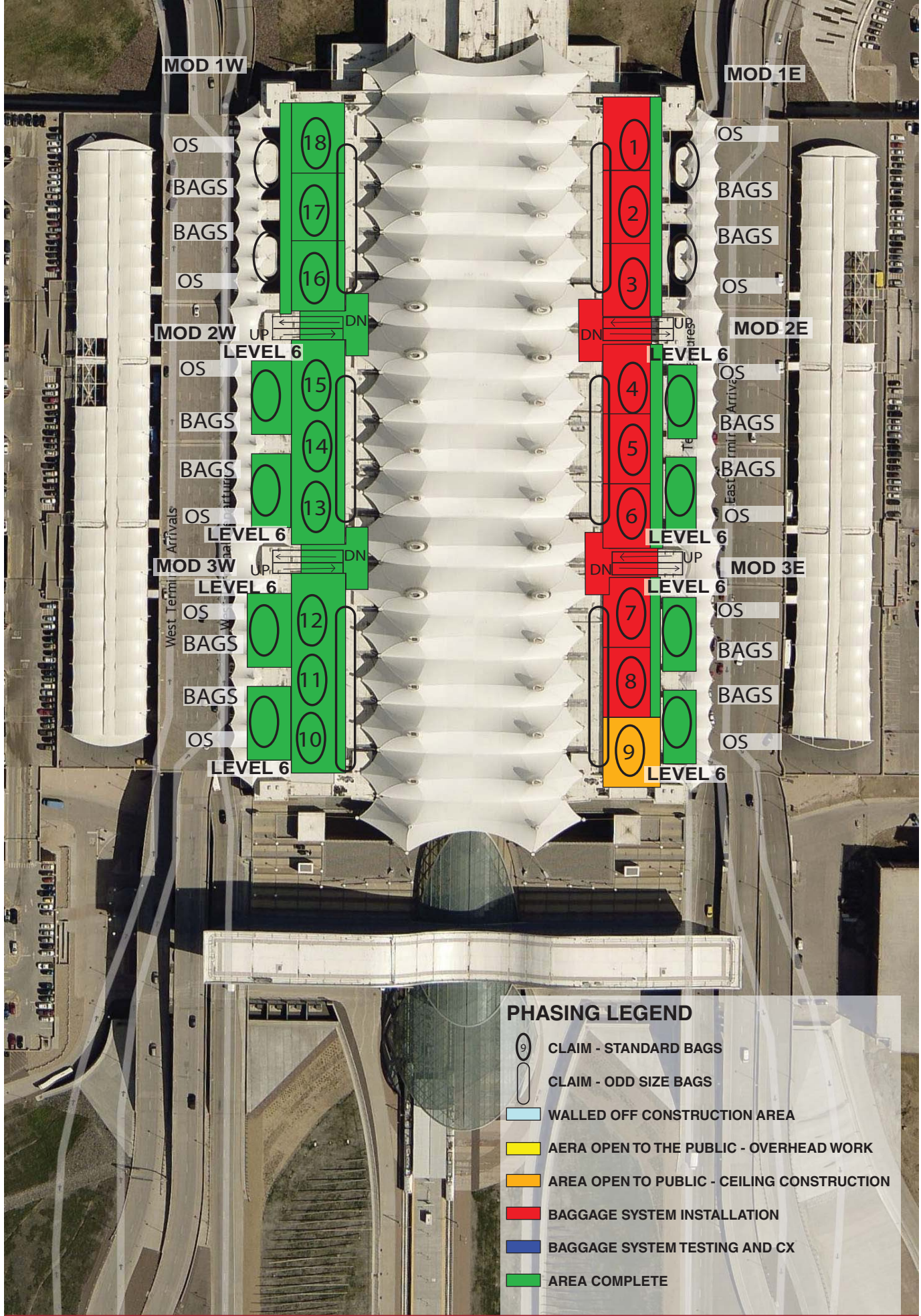


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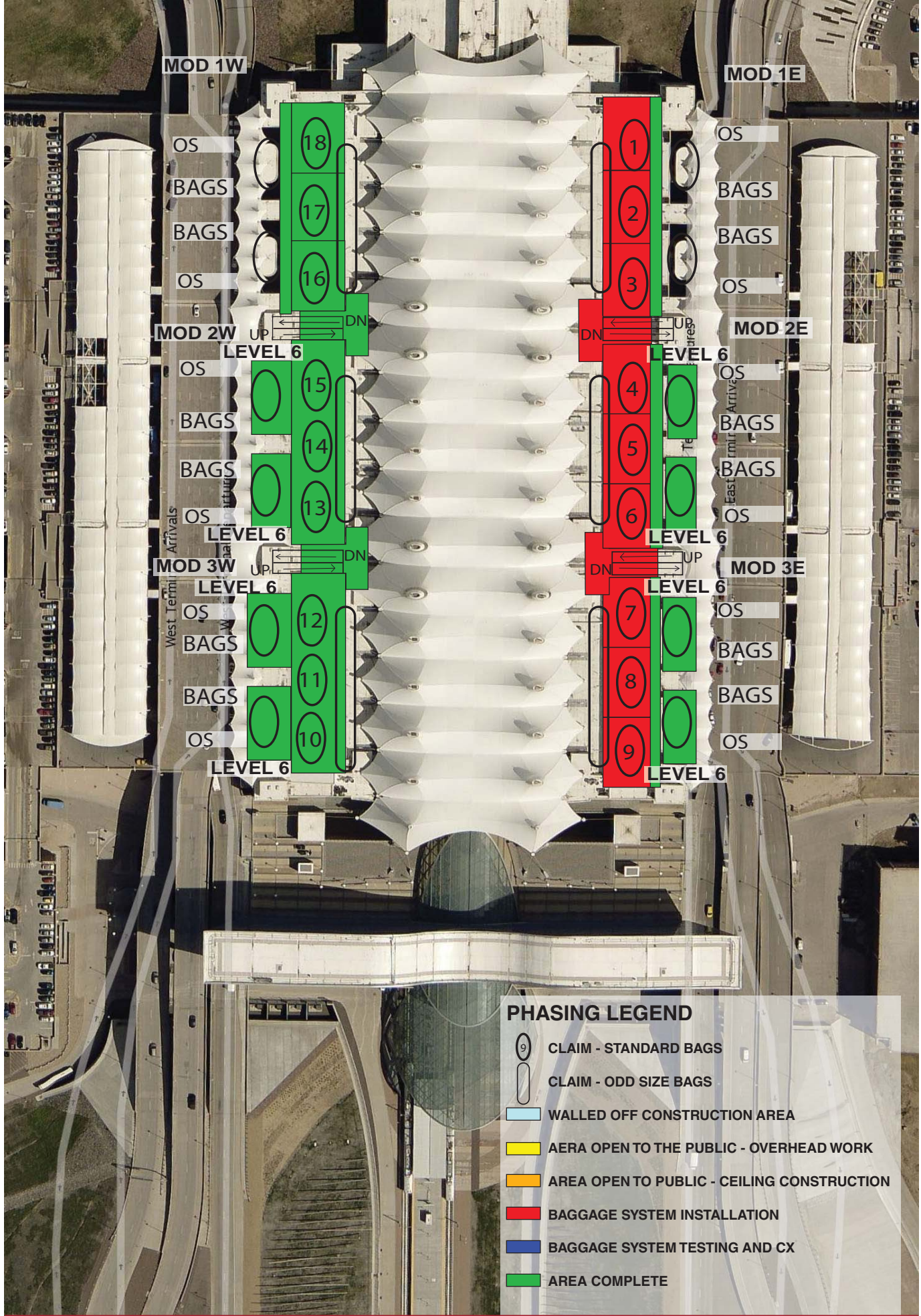
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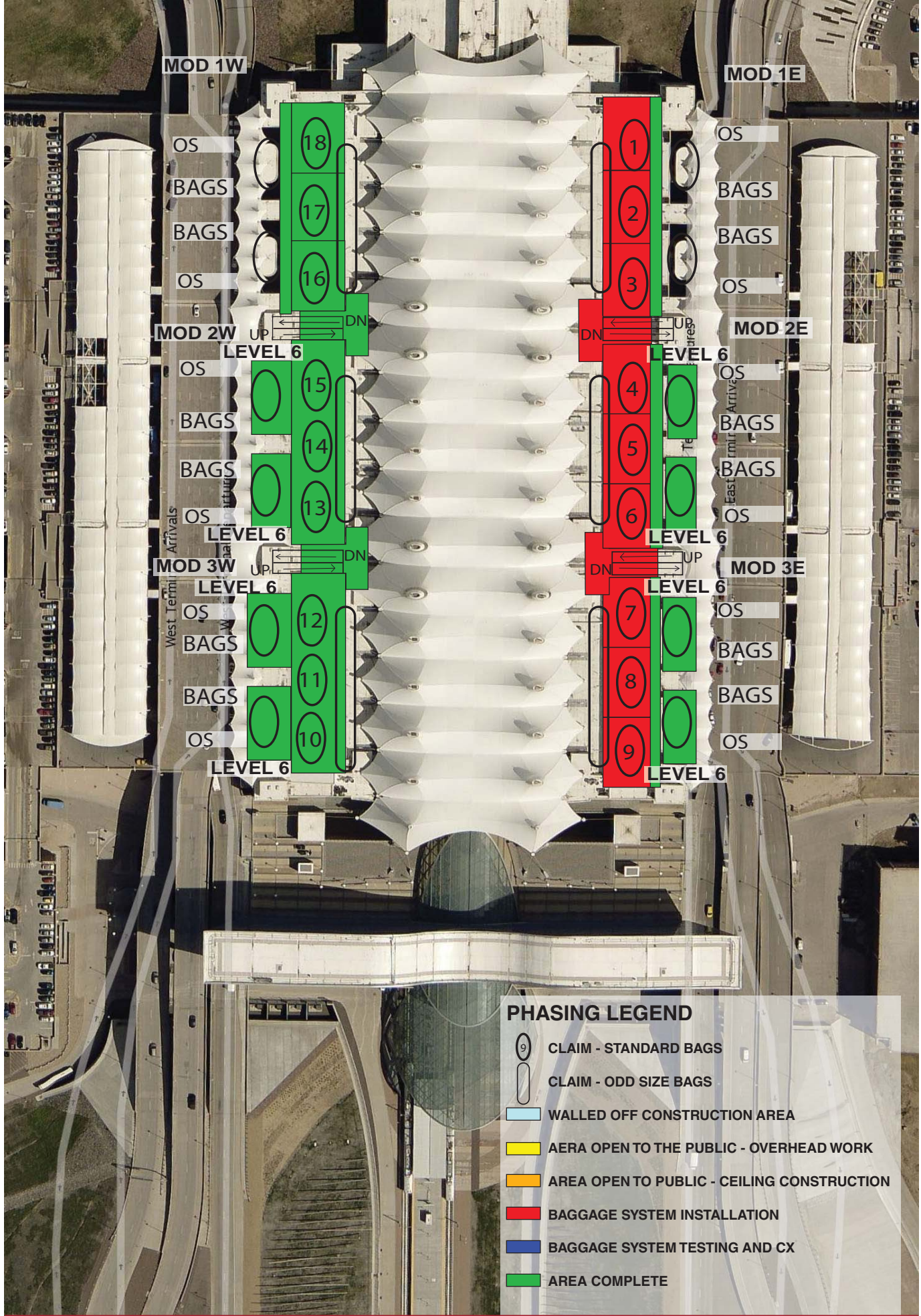
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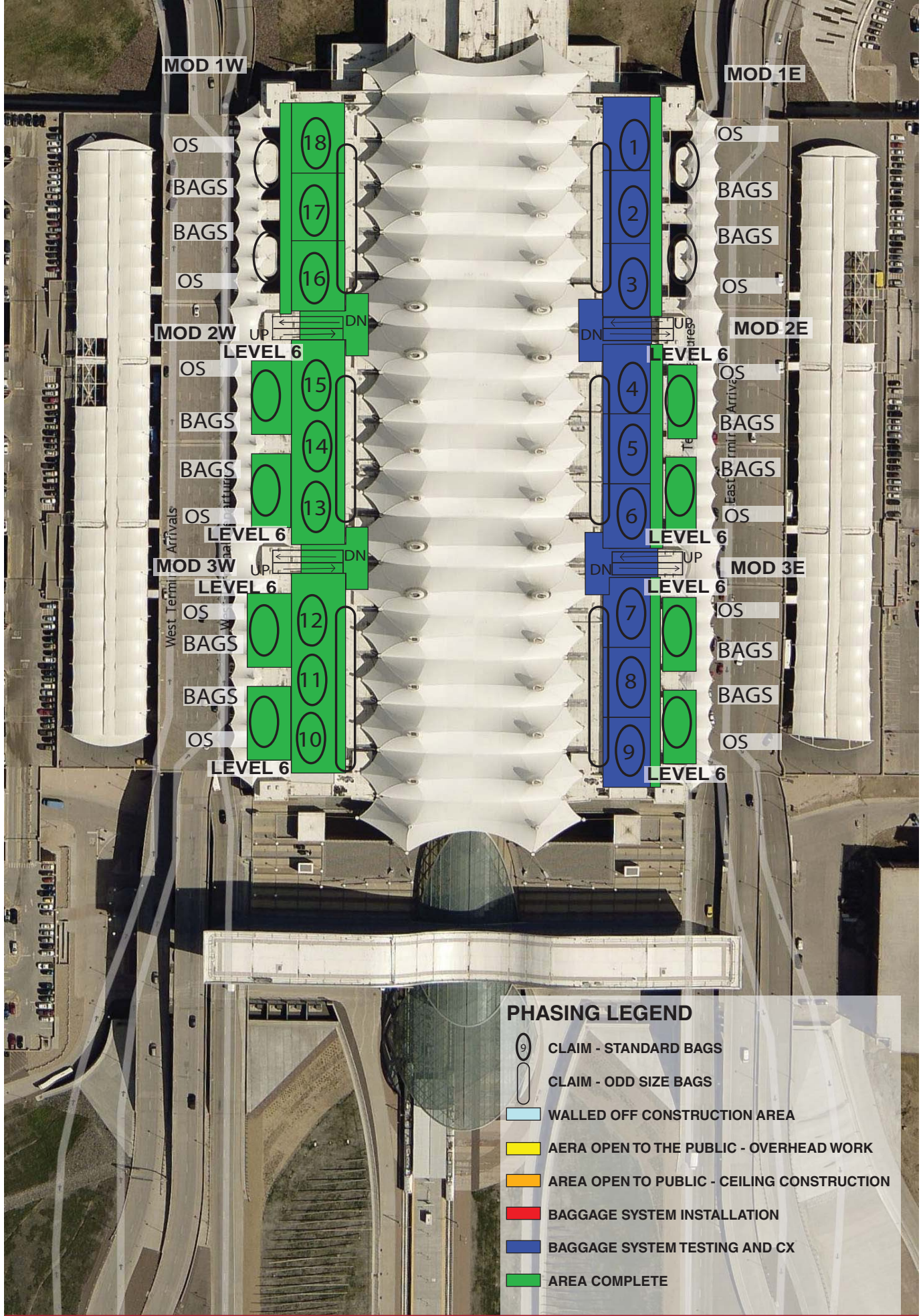
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









PHASING PLAN - Q.2
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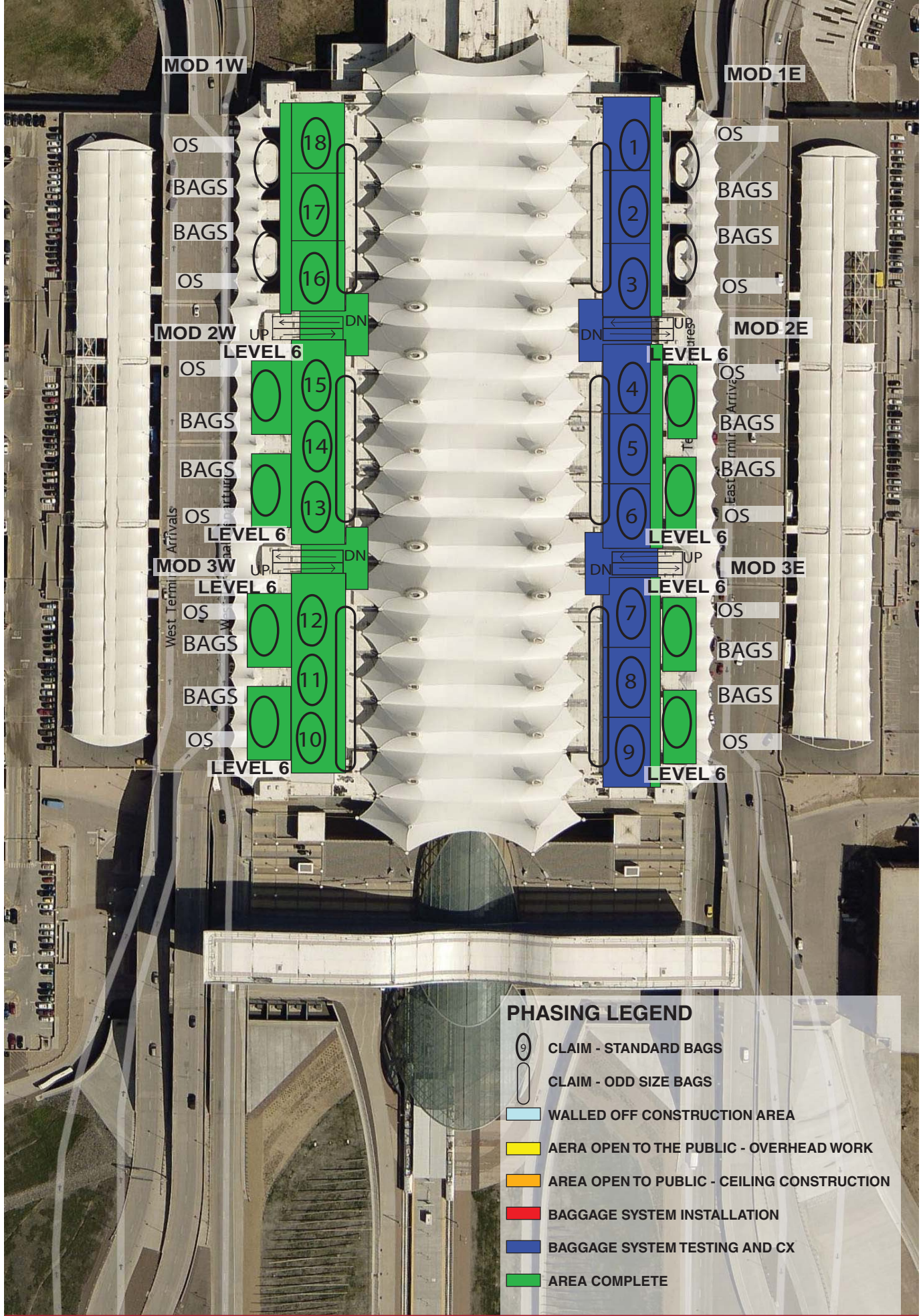


PHASING LEGEND









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PHASING PLAN - R.1
ONE CLAIM UNIT OUT OF SERVICE PER
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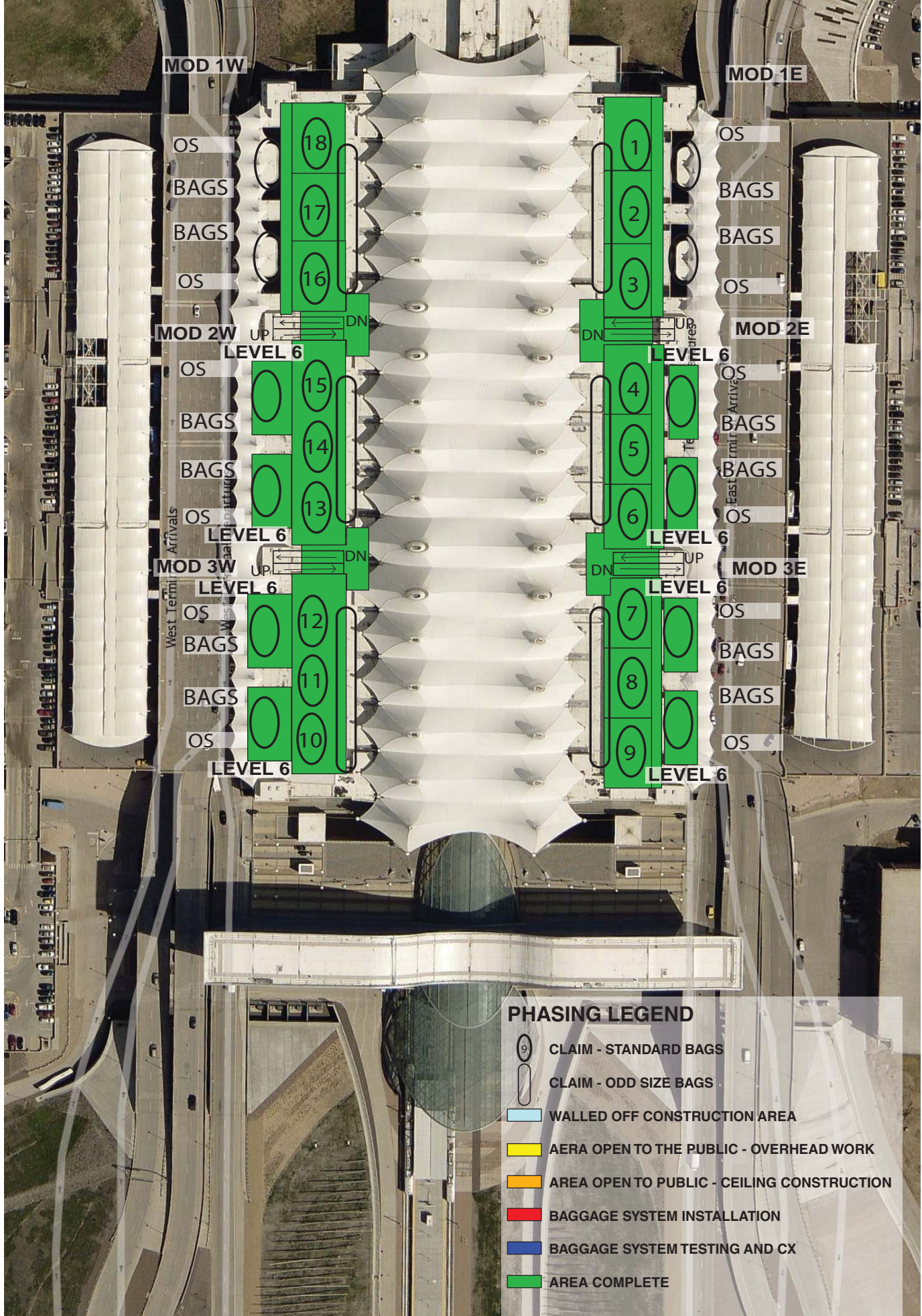


PHASING LEGEND

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PHASING PLAN - R.2
ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL





PHASING PLAN - S
ONE CLAIM UNIT OUT OF SERVICE PER
SIDE OF THE TERMINAL





FORMS

Refer to the following pages.

**CONTRACTOR'S PROPOSAL
FORMS**

**ON CALL BAGGAGE HANDLING SYSTEM ENABLING PROJECTS FOR TSA
RELOCATION
CONTRACT NO: 201628516**

July 2016

CONTRACTOR

Hensel Phelps Construction Co.

NAME

501 Lincoln Street

ADDRESS

Denver, CO 80203

Proposal Data Forms

INFORMATION ABOUT CONTRACTOR

1. Name of Proposer/Contractor: Hensel Phelps Construction Co.

2. Type of business entity: General Partnership

NOTE: If Proposer is a **partnership** or **joint venture**, give full names of all partners or joint ventures. Proposal must be signed by all joint ventures. If Proposer is a **limited liability company**, Proposal must be signed by authorized manager (may be signed by member-manager if LLC is organized to allow management by members).

3. Prequalified by City and County of Denver as Construction Contractor : Categories: 2A-General Building / 2G-Structure Rehabilitation

Monetary Limit: \$25,000,000 / \$25,000,000

4. Address of Contractor: 501 Lincoln Street

Denver, CO

Telephone: (720) 398-5700 Fax: (720) 398-5725

5. Established where and when: Greeley, CO / 1937

6. Contractor's Banks: Bank of America

101 S. Tryon Street, Charlotte, NC 28255
Attn: Connie Lockhart (888) 715-1000 Ext. 64659

7. Principal Officers of Contractor (managers and members if LLC):

Name: Jeffrey K. Wenaas

Name: Richard G. Tucker

Title: President & CEO

Title: Executive Vice President

Name: Michael J. Choutka

Name: Robert P. Majerus

Title: Chief Operating Officer

Title: Vice President & Secretary

8. Proposer's/Contractor's City and County of Denver Contractor License if it has obtained one: License No.: 13160
Class: A

A contractor license is required prior to start of construction but not prior to Proposal submittal.

9. Proposer's/Contractor's state of incorporation (state of organization if an LLC or partnership): Delaware

10. Proposer's Surety: Travelers

11. Surety's State of Incorporation: Connecticut

12. Address of Contractor in other areas (if different from No. 4): 420 Sixth Avenue

Greeley, CO 80631

13. Name and address of person to receive payments: Christa Michener - Senior Accountant

420 Sixth Avenue

Greeley, CO 80631

970.352.6565

14. If the Proposer/Contractor is a joint venture, it shall attach a certified copy of the joint venture agreement. The joint venture agreement will not be included as a Contract Document.

15. The Proposer/Contractor shall identify all applicable labor agreements (if any) to be used in the performance of the Work:

Proposer Hensel Phelps Construction Co.

Proposal Data Forms

EQUAL OPPORTUNITY REPORT STATEMENT

Each Proposer shall complete and sign the Equal Opportunity Report Statement. A Proposal may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the Proposer fails to provide the fully executed Statement or fails to furnish required data. The Proposer shall also, prior to award, furnish such other pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the FAA, the Owner, or the Executive Vice Chairman of the President's Committee may require.

The Proposer shall furnish similar Statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by such subcontractors, before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

Equal Opportunity Report Statement as Required in 41 CFR 60-1.7(b)


The Proposer shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of Proposal:

1. The Proposer has x has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Proposer has x has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proposer has x has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does x does not ___ employ fifty or more employees.

Dated: August 17, 2016

Hensel Phelps Construction Co.

(Name of Proposer)

By: 

Title: Vice President

Proposer Hensel Phelps Construction Co.

Proposal Data Forms


**CERTIFICATION OF NON-SEGREGATED FACILITIES
(Must be completed and submitted with the Proposal)**

The Proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Proposer certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Proposer agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The Proposer agrees that (except where it has obtained identical certification from proposed subcontractors for specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

DATED: August 17, 2016

Hensel Phelps Construction Co.

(Name of Proposer)

By: 

Title: Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2016

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 Flood and Peterson PO Box 578 Greeley CO 80632	CONTACT NAME: Kelly Urwiller	
	PHONE (A/C, No, Ext): (970) 356-0123	FAX (A/C, No): (970) 330-1867
	E-MAIL ADDRESS: KUrwiller@floodpeterson.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: American Guarantee and Liability	26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL15111307145 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL0369726411	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BAP36972611	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC928038414	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC369726512	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFP FOR DIA ON CALL BAGGAGE HANDLING SYSTEM ENABLING PROJECTS FOR TSA RELOCATION, CONTRACT NO. 201628516

CERTIFICATE HOLDER**CANCELLATION**

CITY AND COUNTY OF DENVER Attn: Risk Management, Suite 8810 Manager of Aviation Denver International Airport 8500 Pena Boulevard Denver, CO 80249	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 N Keiser, CISR/NKEISE <i>Nancy Keiser</i>

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Denver Public Works
Office of the Executive Director
201 West Colfax Avenue, Dept 608
Denver, CO 80202
P: 720-865-8630
F: 720-865-8795
www.denvergov.org/dpw

July 1, 2016

Ms. Thereasa Printz
Hensel Phelps Construction Co.
420 Sixth Avenue
Greeley, CO 80631

Dear Ms. Printz:

The Contractor's Prequalification Board has reviewed the application submitted by your firm. The Board has recommended that your firm be allowed to bid City and County of Denver construction projects requiring approval in the following categories 2A-General Building at \$25,000,000.00, 2G-Structural Rehabilitation at \$25,000,000.00. The Executive Director of the Department of Aviation and I have reviewed the recommendation and approve your prequalification. Your firm will not need to prequalify for bids that open prior to Friday, June 30, 2017.

Compliance with the "Rules For Prequalification of Construction Contractors" with the Departments of Aviation and Public Works of the City and County of Denver is necessary in order to ensure acceptable bids. Should you wish to bid on any other project in which the cost of construction is estimated to exceed your bid limit, or if you intend to participate in excess of \$1,000,000 in a joint venture, you must submit a written request for further consideration by the Prequalification Board.

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future.

Should you have any questions concerning the prequalification process, do not hesitate to contact us at 720.865.2539.

Sincerely,

A handwritten signature in blue ink that reads "Jose M. Cornejo".

Jose M. Cornejo, P.E.
Executive Director of Public Works

cc: Prequalification Board File



Denver Public Works
Office of the Executive Director
201 West Colfax Avenue, Dept 608
Denver, CO 80202
P: 720-865-8630
F: 720-865-8795
www.denvergov.org/dpw

August 5, 2016

Ms. Thereasa Printz
Hensel Phelps Construction Co.
420 Sixth Avenue
Greeley, CO 80631

Dear Ms. Printz:

The Contractor's Prequalification Board has reviewed the application and/or information your firm submitted. The Board has recommended that your firm be given project specific permission to submit a proposal for the **BHS Enabling Project for TSA Relocation—201628516** at Denver International Airport. I have reviewed the recommendation and approve the decision of the Board.

Compliance with the "Rules For Prequalification of Construction Contractors" with the Departments of Aviation and Public Works of the City and County of Denver is necessary in order to ensure acceptable bids.

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future.

Should you have any questions concerning the prequalification process, do not hesitate to contact us at 720.865.2539.

Sincerely,

A handwritten signature in black ink that reads "Jose M. Cornejo".

Jose M. Cornejo, P.E.
Executive Director of Public Works

cc: Prequalification Board File

DSBO FORMS

The DSBO forms which apply to this contract are contained in the pages immediately following this page. These pages are not included in the numbering of this contract document.



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

COMMITMENT TO DBE PARTICIPATION

Office of Economic Development
Division of Small Business Opportunity

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Blvd
Denver, CO 80249
Phone: 303-342-2180 Fax: 303-342-2190
E-mail: small.business@flydenver.com

The undersigned has satisfied the DBE participant requirements in the following manner (Please check the appropriate box):

Contract # 201628516 **Contract Name:** ON CALL BAGGAGE HANDLING SYSTEM ENABLING PROJECTS FOR TSA RELOCATI

The Bidder/Proposer is committed to the minimum advertised contract goal for DBE utilization on the contract, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant/supplier listed for participation in the Bid Forms as follows:

Hard Bids: Seven (7) business days after the bid opening
Request for Proposals: With the proposal when due
Compliance Plans: With each task/work order

The Bidder/Proposer is unable to meet the contract goal of _____ % DBE participation, but is committed to a minimum of _____ % DBE utilization on the contract. The Bidder/Proposer understands that they must submit a detailed statement of their Good Faith Effort (GFE) in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26 and must submit Letters of Intent for each DBE listed for participation in the Bid Forms as follows:

Hard Bids: Seven (7) business days after the bid opening
Request for Proposals: With the proposal when due
Compliance Plans: With each task/work order

The Bidder/Proposer is a certified DBE in good standing with the City and County of Denver and is committed to self-perform a minimum of _____ % of the work on the contract.

Bidder/Proposer (Name of Firm):		Hensel Phelps Construction Co.			
Firm's Representative (Please Print):		Allan Bliesmer			
Signature (Firm's Representative):				Date:	8/17/16
Title:	Vice President				
Address:	501 Lincoln Street				
City:	Denver	State:	CO	Zip Code:	80203
Phone:	(720) 398-5700	Fax:	(720) 398-5725	E-mail:	abliesmer@henselphelps.com

DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

In order for the agency or City to consider the bid or proposal, Contractors must complete the electronic version of the Diversity And Inclusiveness In City Solicitations Form then **print the completed form and include the hard copy as part of its proposal documents. A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.** The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

Using the form found in link listed above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Information Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant's current practices, if any. Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

**Insert the completed hard copy of the Diversity And Inclusiveness
In City Solicitations Form immediately following this page.**

**A SIGNED HARD COPY OF THE COMPLETED FORM MUST
BE INCLUDED IN YOUR PROPOSAL RESPONSE**



Department of Aviation
Airport Office Building, Room 8810
8500 Peña Boulevard
Denver, Colorado

(303) 342-2200
www.flydenver.com

N O T I C E T O A P P A R E N T
B E S T P R O P O S E R

September 15, 2016

Hensel Phelps Construction Co.
501 Lincoln Street
Denver, CO 80203

RE: **ON CALL BAGGAGE HANDLING SYSTEM ENABLING PROJECTS
FOR TSA RELOCATION
REQUEST FOR PROPOSAL NO. 201628516**

Dear Mr. Allan Bliesmer:

As a result of the City's review of the proposals submitted for the ON CALL BAGGAGE HANDLING SYSTEM ENABLING PROJECTS FOR TSA RELOCATION, your company has been selected for contract negotiation.

A representative of the City will contact you in the near future to schedule a meeting to begin the process of negotiating and finalizing an agreement.

CITY AND COUNTY OF DENVER

Kim Day, Chief Executive Officer

Ken Greene, Chief Operating Officer

Stu Williams, Senior Vice President
Hotel & Transit and Special Programs

CC: Airport Infrastructure Management Files, BMS Files, ALS Files, DSBO Files

NOTICE TO PROCEED

TO:

Date:

Ladies and Gentlemen:

You are hereby authorized and directed to proceed on this date with the work of constructing the work in Task Order No. _____, Contract 201628516 On Call Baggage Handling System Enabling Projects for TSA Relocation, Denver International Airport, Denver, CO, as set forth in detail in the Contract Documents for the City and County of Denver.

CITY AND COUNTY OF DENVER

By _____
Senior Vice President
Airport Infrastructure Management

By _____
Chief Executive Officer
Denver International Airport

cc: List

CONTRACT

The contract is contained in the pages immediately following this page
which include the following attachments:

These pages are not included in the page numbering of this contract document.

CONTRACT

THIS CONTRACT, made and entered into as of the date indicated on the City signature page below, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "**CITY**", and HENSEL PHELPS CONSTRUCTION CO., a Delaware corporation, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of task orders issued under Contract No. 201627953, 2016 On-Call Construction Services, Denver International Airport; and

WHEREAS, proposals to said advertisement have been received by the Chief Executive Officer of the Department of Aviation, who has recommended that a contract for said work be made and entered into with the above named Contractor who was the best, responsive, qualified proposer therefore; and

WHEREAS, said Contractor is now willing and able to perform all of said work in accordance with the Contract Documents and its proposal;

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

ARTICLE I - CONTRACT DOCUMENTS: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings and documents taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this Contract as if they were set out verbatim and in full herein:

- Advertisement of Notice of Invitation for Proposals
- Instructions to Proposers
- Addenda (if any)
- Proposal Forms
- Proposal letter
- Schedule of Prices and Quantities
- Proposal Data Forms
- Notice to Apparent Selected Proposer
- Contract
- Appendix 1
- Compliance Plan

Payment & Performance Bond
Notice to Proceed
Form of Final Receipt
Construction Contract General Conditions
Special Conditions
Prevailing Wage Schedules
Insurance requirements
Equal Employment Opportunity Provisions
Technical Specifications (to be provided and incorporated per task order)
Contract Drawings (to be provided and incorporated per task order)
Approved Shop Drawings (to be provided and incorporated per task order)
Approved Task Orders (to be provided and incorporated per task order)
Approved Task Order Directives (to be provided and incorporated per task order)
Approved Change Orders (to be provided and incorporated per task order)
Approved Change Order Directives (to be provided and incorporated per task order)

In the event of an irreconcilable conflict between a provision of Articles I through XIV of this Contract and any other provisions of the Contract Documents such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict is as follows, in descending order:

Appendix No. 1

Articles I through XIV of this Contract with all Exhibits, as modified by any City-authorized Amendments, City-authorized Change Orders and Task Orders.

The remaining order of precedence is established in General Conditions Title 4.

ARTICLE II - SCOPE OF WORK: The Contractor agrees to and shall furnish all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in said Contract Documents.

ARTICLE III - TERMS OF PERFORMANCE: The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Deputy Manager of Aviation – Airport Infrastructure Management and agrees to fully complete the Work in its entirety within the time frame established for each Task Order. The entire contract shall be completed May 15, 2019. This period of performance is also referred to as Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

If, at the end of the Contract Time, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

ARTICLE IV - LIQUIDATED DAMAGES: It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Work within the time set forth in the Task Order or fails to substantially complete the Milestones or Phases described in a Task Order within the time set forth in the Task Order, the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for the Contractor's failure to substantially complete the work within the Task Order, or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions, shall be those amounts listed in the Special Conditions. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

ARTICLE V - TERMS OF PAYMENT: The City agrees to pay the Contractor for the performance and completion of all of the Work required under each authorized Task Order, in accordance with the Contract Documents. The Contractor acknowledges that this Contract is an On-Call Contract, and that there is no obligation on the City to issue any Task Orders under this Contract.

The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Task Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed Eighty Million Dollars and NO Cents (\$80,000,000.00) ("Maximum Contract Amount"). In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the Maximum Contract Amount, as modified by any duly authorized Change Order, specified herein.

Payments will be made to the Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, et. seq., subject to the maximum contract amount stated above. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

Payment hereunder will be in accordance with the provisions of the Contract Documents, including Title 9 of the General Conditions, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Contract from the City and County of Denver Airport System, Operations and Maintenance and Capital Improvement funds. The City has no obligation to make payments from any other fund or source or to make additional appropriations or allocations to such fund to satisfy such costs or other obligations.

In accordance with DRMC 20-109(e) and GC 909.1(h), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their

complete and responsive form within sixty (60) days of the completion of the Work included on the invoice shall be deemed untimely.

ARTICLE VI - DISPUTES: It is agreed and understood by the parties hereto that disputes regarding this contract shall be resolved by administrative hearing under procedures described in Revised Municipal Code Section 5-17.

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

ARTICLE VIII - SEVERABILITY: If any part, portion or provision of this Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Contract shall remain in full force and effect.

ARTICLE IX - ASSIGNMENT: The Contractor shall not assign the whole or any part of its duties, rights, and interests in this Contract without first obtaining the written consent of the Manager.

ARTICLE X - APPROVALS: In the event this Contract calls for the payment by the City of Five Million Dollars (\$5,000,000.00) or more, approval by the Board of Councilmen 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 performance of this Contract.

ARTICLE XI - JOINT VENTURE: If the Contractor is a Joint Venture, the partners to the Joint Venture shall be jointly and severally liable to the City for the performance of all duties and obligations of the Contractor which are set forth in the Contract.

ARTICLE XII - NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

ARTICLE XIII - WAIVER OF CRS 13-20-801, et seq.: Notwithstanding any other provision of this Contract, the Contractor specifically waives all of the provisions of Colorado Revised Statutes §§ 13-20-801 – 80 as they may relate to the Contractor's performance under this Contract.

ARTICLE XIV - COORDINATION OF SERVICES: The Contractor agrees to perform its work under this Contract in accordance with the operational requirements of DIA, and all work

and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

ARTICLE XV - COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, and with the charter, ordinances and rules and regulations of the City and County of Denver.

ARTICLE XVI – PROMPT PAY: The Contractor is subject to D.R.M.C. Section 20-112 wherein the Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

ARTICLE XVII – COLORADO OPEN RECORDS ACT: The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Contract notwithstanding, including exhibits, attachments and other documents incorporated into this Contract by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

ARTICLE XVIII – COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIRIEMENTS: This Contract is subject to all applicable provisions of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of Thirty percent (30%) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of the approved Small Business Enterprise Compliance Plan. Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 D.R.M.C. and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the

Contractor in accordance with Section 28-77, D.R.M.C. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City's right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

ARTICLE XIV – ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Contractor consents to the use of electronic signatures by the City. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Contract 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 Contract 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.

[END OF PAGE]

Contract Control Number: PLANE-201628516-00

Contractor Name: Hensel Phelps Construction Co.

By: 

Name: Allan Bliesmer
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: 

Name: BRIAN PENNER
(please print)

Title: OPERATIONS MANAGER
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned HENSEL PHELPS CONSTRUCTION CO., a corporation organized under the laws of the State of Delaware, hereinafter referred to as the "Contractor" and

Travelers Casualty and Surety Company, a corporation

organized under the laws of the State of Connecticut, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and everything necessary for and required to do, perform and complete the construction of Contract No. 201628516, On Call Baggage Handling System Enabling Projects for TSA Relocation, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings, Task Orders, and all other Contract Documents therefore, which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract;

NOW, THEREFORE, the condition of this Performance and Payment Bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. At all times promptly makes 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 said Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under law; and
3. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its 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 shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

(End of Page)



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 229441

Certificate No. 006775306

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

Darlene Krings, Kelly T. Urwiller, Diane F. Clementson, Anthony P. Stimac, Royal R. Lovell, Russell D. Lear, Katherine E. Dill, K'Anne E. Vogel, Steve J. Blohm, Wesley J. Butorac, Dulce R. Huggins, and Sandra L. Schiffens

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of May, 2016.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6 day of October, 2016.


Kevin E. Hughes, Assistant Secretary



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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 6th day of October, 2016.

Hensel Phelps Construction Co.

CONTRACTOR

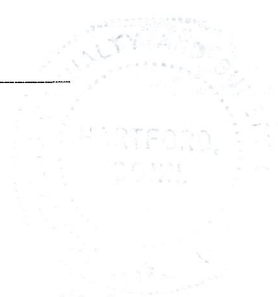
By: Jeffrey K. Wleasant
President



Travelers Casualty and Surety Company

SURETY

By: Katherine E. Dill
Attorney-in-Fact Katherine E. Dill



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

CITY AND COUNTY OF DENVER

By: [Signature]
MAYOR

By: [Signature]
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

D. SCOTT MARTINEZ, Attorney for the
City and County of Denver

By: [Signature]
Assistant City Attorney

City and County of Denver



DENVER
THE MILE HIGH CITY

DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS

STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS

2011 Edition

Statement

The City and County of Denver does not warrant or represent the accuracy or timeliness of the information contained in this page or any of its constituent pages and the information presented is for instructional purposes and illustration only and is not intended to be specific advice, legal or otherwise. The City has made every effort to provide accurate up-to-date information, however this database is dynamic and errors can occur. The City and County of Denver shall not be held responsible for errors or omissions nor be liable for any special consequential or exemplary damages resulting, in whole or in part, from any viewer(s)' uses of, or in reliance upon, this material.

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
2011 Edition**

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SPECIAL CONDITIONS

SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS

The Construction Contract General Conditions which constitute a part of the Contract Documents are set forth in a separately published document, entitled “City and County of Denver, Department of Aviation and Department of Public Works, Standard Specifications for Construction, General Contract Conditions,” 2011 Edition, the Table of Contents to which is bound herein (which may be informally referred to as the Yellow Book). The General Conditions book is available for purchase for \$12.00 per copy at the following location during the business hours stated, Monday through Friday, excluding holidays:

Office of the Cashier
Wellington E. Webb Municipal Office Bldg.
201 West Colfax Avenue
Denver, CO 80202
7:30 A.M. to 4:30 P.M.

The City will not supply any copies of the General Contract Conditions to the Contractor at City expense; however, the Contractor may access the General Conditions on the Internet at:

<http://www.denvergov.org/constructioncontracts/ContractAdministration/ContractorResources/tabid/443154/Default.aspx>

SC-2 CONSTRUCTION DOCUMENTS

The City will provide the following Contract Documents to the Contractor in electronic format at no expense to the Contractor:

Document
Volumes 1 – 2 (See the “Master Table of Contents,” page TOC-ii, for the content of these volumes)
Contract Drawings
Change Orders and Change Order Directives
Task Orders

Additional copies of the foregoing documents will be furnished to the Contractor at the Contractor’s expense. The Contractor will be responsible for supplying all subcontractors with copies of the Contract Documents at its expense.

In addition, any proposal requests (Task Order) submitted hereunder, including any plans, specifications, drawings or other documents attached thereto and any Contractor Pricing Proposals submitted in response to a Task Order and any Final Task Order issued hereunder shall be included as Contract documents and incorporated herein by reference as they may be hereinafter generated.

If Sensitive Security Information (“SSI”) is provided to the Contractor, the Contractor shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, “Contractor Protection of Sensitive Security Information,” or its successor, and 49 C.F.R. § 1520, or its successor.

SC-3 REVISIONS TO G.C. 201

The second sentence of GC 201 is amended to read: “The unit responsible for this management and control is the Airport Infrastructure Management Offices under the supervision of the Senior Vice President - Airport Infrastructure Management.”

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

In accordance with General Condition 212, the City’s line of authority for administration of this Contract is:

Chief Executive Officer (CEO). Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Senior Vice President - Airport Infrastructure Management (SVP-AIM) who reports to the CEO. Airport Infrastructure Management office, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Director of Infrastructure and Quality Assurance, reports to the SVP-AIM. Airport Infrastructure Management Division, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the SVP-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Dave Rhodes, Airport Infrastructure Management.

The CEO may from time to time substitute a different City official as the designated “SVP-AIM” hereunder, and any such change will be effective upon the issuance of written notice to the Contractor which identifies the successor SVP-AIM. The SVP-AIM may from time to time change the assigned Project Manager, and any such change will be effective upon the issuance of written notice to the Contractor which identifies the successor Project Manager.

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, no more than 60% of the Work may be subcontracted.

SC-6 COOPERATION WITH OTHERS

The Task Orders describe the constraints on the physical work site areas. These descriptions are not exhaustive and the Contractor is required to coordinate its activities

and work as may be required to meet FAA or City requirements while performing work on DEN.

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

The Work to be performed under the Contract is issued as Task Orders.

Work will be issued to the Contractor as Task Orders upon reaching a negotiated agreement between the Contractor and the City as to the cost of the work. Markups on labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with the contract terms. All contractor proposals for Task Order work or Task Order Change Orders will be in a format as outlined in the Task Order Notice. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. Work for which a negotiated cost agreement cannot be reached between the City and the Contractor may be, at the direction of the Assistant Manager, performed and compensated on a time and materials basis, with the associated markups applied.

Since this is a contract for on-call services, the Contractor is not guaranteed nor entitled to the issuance of any Task Orders. Task Orders may be negotiated with this or another existing On Call Contractor, or bid between existing On Call Contractors and/or other active airport contractors. Bids for such Task Orders should be submitted per the requirements provided by the City, and may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract. Changed work in competitively bid Task Orders will utilize the rates and markups submitted in the initial On Call Construction contract.

The Contractor shall (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Notice to Proceed, (b) prosecute said work diligently, and (c) complete the entire work ready for use no later than the number of calendar days required in the Task Order. The time stated for completion shall include final cleanup of the premises or work site plus such extension or extensions of time as may be granted by the CEO in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining work.

For each Task Order submitted to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days of the date of such Task Order.

SC-8 TASK ORDER NOTICE TO PROCEED

Following the issuance of any fully executed Task Order hereunder, the Contractor shall commence work in accordance with the Notice to Proceed date established in the Task Order. In the event the Task Order does not include a Notice to Proceed date, the City will issue a separate Notice to Proceed, and Contractor shall commence work within ten (10) consecutive calendar days of the date of the Task Order Notice to Proceed; however, no work will commence on any project until such time as the Contractor has complied with all administrative requirements for that particular project and the Contractor has satisfied all bonding requirements for the particular Task Order (**SC-25 PERFORMANCE AND PAYMENT BOND**). Thereafter the Contractor shall prosecute the work to be accomplished under the Task Order at such time and place as the Task Order directs and shall fully complete in every detail all specified work in accordance with the terms and conditions of the Task Order and the provisions of these General Contract Conditions and Special Contract Conditions.

SC-9 LIQUIDATED DAMAGES

If the Contractor fails to complete the work within the time specified or if the Contractor causes disruptions to DEN activities or operations as defined herein the Contractor shall pay the City liquidated damages in the amounts as noted below or as noted in a future Task Order. Milestones and related Liquidated Damages will be identified for each Task Order.

At any time after the occurrence of the first incident, DEN may determine that by causing any of these disruptions, the Contractor is not properly managing the work and DEN may, in its sole discretion, terminate the entire Contract for Cause under General Contract Condition section 2201. In the event of such termination, the Contractor shall not be entitled to any cancellation penalty or additional compensation, and the Contractor shall be liable to DEN for all costs and expenses of taking over and completing the work as provided in General Contract Condition section 2201.

Article IV of the Contract and General Contract Condition 602 provide additional terms and conditions regarding payment and withholding of liquidated damages.

SC-10 PRECONSTRUCTION MEETING

Prior to the issuance of the first Task Order and the start of such work, the Contractor, and the City shall meet and resolve any and all issues that may pertain to the understanding of the terms and conditions of the contract. Individual pre-construction meetings will be held at the City's discretion on each issued Task Order prior to issuance of a Notice to Proceed for that Task Order.

SC-11 SECURITY AND PERSONNEL ACCESS

The Contractor shall conduct all its activities at the Airport in compliance with the Airport security system rules and regulations, which are administered by the Airport Operations Division. The Contractor shall obtain the proper access authorizations for its employees, subcontractors and suppliers (i.e., Badges and Permits), and shall be responsible for such persons' compliance with all the Airport rules and regulations. A

copy of the Contractors' section of the Airport Security rules and regulations are available for Contractor review at the Airport Access Services Office, Concourse A East Subcore, 4th Level. Persons regularly entering the construction areas must obtain personnel access badges from the Airport Access Services Office and must display badges , at all times, upon entering the construction, restricted and sterile areas of the airport.. Any employee, subcontractor or supplier who violates such rules may be subject to revocation of his access authorization, including authorization for access to the construction site and all other restricted and sterile areas.

The security status of the Airport is subject to change without notice. These contract Special Conditions are applicable to the current security status of the Airport. Should the security status of the Airport change at any time during the term of this Contract, a written notice shall be issued to the Contractor detailing all applicable security modifications from the airport's current security status. The Contractor shall take **immediate steps** to comply with those security modifications as directed in the written notice.

If these security modifications involve any additional project cost, the Contractor shall submit a Contractor Change Request in accordance with the General Conditions for the additional cost. The Contractor Change Request shall outline in specific detail the effects of the security modifications on the Contractor's performance of the Contract, and shall provide a detailed cost breakdown for each item for which the Contractor is requesting reimbursement.

The Contractor shall return to the City, at contract completion or termination, or upon demand by the City, all access keys issued to it by the City to all areas of the Airport. If the Contractor fails to return any such key or keys at contract completion or termination or upon demand by the City, the Contractor shall be liable to the City for all the City's costs, including the City's labor costs for employees, incurred in re-coring doors and any other work which is required to prevent compromise of the Airport security system. In order to collect such costs hereunder, the City may withhold funds in such amount from any amounts due and payable to the Contractor under this Contract.

The construction of all the Project / Task Items that involve the breaching of any airport perimeter security boundary or continued access to restricted access rooms or areas will require the posting of authorized contract security personnel to maintain required security controls. The Contractor's **Guarantee Maximum Price / Total Contract BID Amount / Task Order Proposal** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of work activities where access to restricted areas is required and until the airport perimeter security boundaries are reestablished.

When security boundaries are opened for any reason, the Contractor must maintain one hundred percent (100%) control and supervision for the entire time that the openings are present to prevent unauthorized access to the secure / restricted access areas.

The importance of this special condition cannot be over-emphasized. Severe financial penalties as well as contract termination could result if airport perimeter security requirements are not strictly followed. The requirement to provide one hundred percent (100%) control and SUPERVISION of breaches in the airport's perimeter security boundary is absolute. At no time, during work and non-work hours shall any breaches in the airport's security PERIMETER be UNSUPERVISED and / or UNSECURED.

For off-hours of construction, the Contractor may choose to erect a temporary wall to close all perimeter openings. The wall construction shall be of sufficient materials and strength to prevent access to the airport's Sterile/Restricted Areas. The Contractor shall submit for review and approval, the details and materials for the temporary closure of security perimeter breaches for review and approval.

The Contractor will provide contract security guard services to maintain supervision of these openings. The security services must provide coverage to allow for lunch breaks, comfort breaks and etc. The security services **must** be obtained from the following contract security guard company:

HSS
900 S. Broadway, Suite 100
Denver, Colorado 80209

DEN Contact: Glenn Spies
(303) 342-4323

All security guards provided for this project must have a Denver Airport SIDA Badge.

The DEN Security Guard Contractor may change between the bidding or proposal phase of this contract from Notice to Proceed to closure of all security perimeter breaches. The Contractor shall maintain a contractual relationship with the Security Guard Contractor holding the most current contract with Denver International Airport.

The Contractor shall continue to provide security of these areas until such time that the breaches in the airport's security perimeter have been permanently secured.

The Contractor shall submit a written security plan for approval to the Director of Airport Security prior to the start of construction on any work where a breach of the perimeter security boundaries is required.

SC-12 CONSTRUCTION ACCESS

The work sites may be located at Denver International Airport Level 5. The Contractor's access to the work site is still to be determined.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport. Arrangements for transportation and parking

for all of its and its subcontractors employees will be the responsibility of the Contractor. The Task Order amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking.

Unless specifically required by the Contract Documents, the Contractor shall install no fences or other physical obstructions on or around any project work area without the approval of the City.

SC-13 VEHICLE PERMITTING

Vehicle access on the Airport Operation Area (“AOA”) is controlled by and requires permission from the Airport Access Services Office. It is not anticipated that the Contractor will need to operate vehicles on the AOA to perform the Work. It is anticipated that access will be required to the secure baggage handling area of the Terminal. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

SC-14 VENDORS AND SUPPLIERS

The Contractor shall provide the Project Manager's office with a list of its equipment/material vendors and suppliers for each Task Order. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in each Task Order. All delivery vehicles are subject to search.

SC-15 COMMUNICATION DEVICES

Any site communications devices, mobile communication devices or internet data devices used at DEN must be approved by DEN Technologies.

SC-16 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 94 and Attachment A thereto concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

SC-17 ATTORNEY'S FEES

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, Contractor agrees to pay to the City its costs and a reasonable attorney's fee. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars per hour of City Attorney time.

SC-18 INSURANCE REQUIREMENTS

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are set forth in the Exhibit G, attached to this Contract. The Contractor specifically agrees to comply with each condition, requirement or specification set forth in the attachment for each required coverage during all periods when the required coverage's are in effect.

City anticipates providing a Rolling Owner Controlled Insurance Program (ROCIP), which coverage City agrees will be primary over any other insurance provided by an enrolled party. City agrees to allow Contractor to review all proposed coverage forms prior to implementation of the ROCIP. Following implementation of the ROCIP, Contractor agrees to provide a credit to the City for the cost of insurance coverage being provided by the ROCIP. The amount of such credit will be determined based upon a review of actual ROCIP coverages. The City shall be named as an additional insured on Contractor's general liability policy in the event that Contractor includes the costs of said coverage in its proposal.

Contractor and sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, required insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City and County of Denver in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or sub-contractors. The Contractor shall assess its own risks as it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

Contractor shall furnish the City and County of Denver with certificates of insurance (ACORD form or equivalent approved by CCD) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract. All insurance coverages for sub-contractors shall be subject to the minimum

requirements identified in the Exhibit. All sub-contractors certificates and endorsements shall be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

All certificates required by this Contract shall be sent directly to Denver International Airport, Business Management Services, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City project/Contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 - 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

SC-19 SUBCONTRACTOR RELEASES

The release form referred to in General Condition 907 is attached to these Special Conditions. It is entitled "Denver International Airport Partial Lien Release."

SC-20 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS

This contract is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for airport purposes. Any "Federal Requirements" section attached hereto or to any individual Task Order is made a part of this Contract.

SC-21 APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS

General Condition 902.3 is amended by the addition of the following:

Where applicable, with respect to any Task Order issued hereunder, progress payments for performance of any work shall be based on completed work estimates and shall be subject to the following requirements:

1. The Contractor shall submit a complete and separate application for payment for the work estimates of each Task Order performed during the specified billing period.
2. Each submitted estimate shall specify the percent of the work complete. This percentage shall be certified by the Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate.

3. Each estimate of work completed shall also specifically identify those MBE/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Division 1 and 3 of Chapter 28, of the D.R.M.C.
4. Each estimate of work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts (Form CM-18A), accompanied by either duplicate sets of verified Contractor's Certifications of Payment (Form CM-19), or by verified Partial Release of Contractor forms from each subcontractor and supplier (Form CM-26). Each estimate of work completed shall also be accompanied by:
 - a. A written schedule of values, which set out the quantities and costs for the Project and
 - b. The Project Engineer/Manager's, or as applicable, Consulting Architect's or Engineer's estimated statement of the percentage of work completed for each line item of cost for which he City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
5. The estimate of the percentage of estimate of work completed 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 estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of work completed prior to any acceptance by the City.
6. The Contractor warrants that:
 - a. Title to work covered by an estimate of work completed will pass to the City by incorporation into the completed work;
 - b. Work covered by previous estimates of work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and

- c. No work covered by an estimate of work completed will have been acquired by the Contractor, or any other person or entity performing work at the work site or furnishing materials or equipment for the Project and that no work covered by any estimate 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 such other person or entity.
7. Approval of an estimate of work completed or actual payment 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 estimate item.
 8. Pursuant to General Condition 908, applications for a reduction in retainage must be accompanied by Partial Release of Contractor forms from each subcontractor or supplier (Form LR-1).
 9. The final estimate for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier (Form CM-70).
 10. Receipt of Contractor's Certifications of Payment or Partial Lien Release forms by the City hereunder shall not act to impair the City's Obligations imposed by C.R.S. 38-26-107 or successor statute.
 11. If the Contractor disputes a subcontractor's and/or supplier's entitlement to a portion of the previous month's payment, the Contractor need not submit a Contractor's Certificate of Payment or Partial Release for Contractors from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City copies of a written communication from the Contractor to such subcontractor and/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 and/or supplier.

SC-22 REVISIONS TO G.C. 1102

G.C. 1102.2 is amended by replacing the phrase "Change Request" in all its occurrences in such G.C. with the phrase "Change Notice."

G.C. 1102.3 is amended by replacing the phrase "Field Order/Change Directive" in all its occurrences in such G.C. with the phrase "Change Order Directive."

SC-23 DESCRIPTION OF TASK ORDER

The Project Manager will provide the Contractor with a Task Notice for Proposal (TNP) describing the services/work to be provided for any Task Order. The Contractor shall respond to the City's request for TNP within 2 working days by (1) visiting the proposed work site in the company of the Project Manager or the Project Manager's authorized representative, or (2) establishing verbal contact with the Project Manager

or the Project Manager's authorized representative to further define the scope of the work. The Contractor shall then furnish a work plan and price proposal to the Project Manager for all work described in the TNP. Time for the submittal of the work plan and proposal shall be identified on the TNP. The Contractor shall submit to the Project Manager requests for site inspections and other investigations as necessary for its preparation of a work plan and proposal.

The work plan and proposal shall indicate, but not be limited to:

- a statement of the work to be accomplished
- discussion of the implementation process to include the method of operation, type of equipment, key personnel and subcontractors
- how quality of materials and workmanship will be established and maintained
- any additional design requirements
- special considerations
- schedule and keep milestones

The work shall be broken down according to CSI Divisions. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. It shall be subject to negotiation with the Project Manager. Mark-ups on labor, material, equipment, and subcontractors will be applied to agreed to amounts. Costs for performance and payment bonds will be included as a separate item. The City will review the work plan proposal for completeness and negotiate conditions of performance with the Contractor. If suitable conditions of performance including price and time cannot be negotiated, a Task Order and Notice to Proceed will not be executed or if critical, may be performed on a time and material basis with the mark-ups included with this proposal applied. The City may utilize other means to procure the required work at any time.

Prior to submitting a work plan and price proposal, the Contractor shall inspect the work site and its surroundings. Requests for site visits shall be submitted to the Project Manager. For purposes of the contract, it shall be conclusively presumed that the Contractor has made a thorough inspection of the site and has waived the right to claim extra payment or time extensions for conditions which would have been evident during that inspection. Because the Proposal information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the work except for the risk of encountering differing site conditions which are defined in the General Conditions, and shall never make claim for additional payments or time extensions on the grounds that the nature or amount of work to be done was not understood by the Contractor at the time of submittal of the work plan and price proposal.

SC-24 FUND AVAILABILITY

Task Order approval and acceptance is contingent upon the availability of funding. Approved Task Orders issued under this contract will obligate funds.

SC-25 PERFORMANCE AND PAYMENT BOND

Delete the requirements of General Contract Conditions 1501, 1502 and 1503 for separate bonds. Combined Performance and Payment Bonds in the total amount of all current outstanding Task Orders, provided in the precise form contained in these documents, shall be furnished before any work is undertaken in connection with any Task Order. All other terms and conditions of General Contract Conditions 1501, 1502 and 1503 shall remain in effect.

Additionally, General Contract Condition 1501 shall be amended as follows:

“Before this Contract is executed, the Contractor shall have paid for and furnished to the City a properly completed and executed Combined Performance and Payment Surety Bond, in an amount not less than One Hundred Thousand Dollars and No Cents (\$100,000.00). The Combined Surety Bond shall guarantee the faithful performance of the Contract and shall also guarantee the payment of bills for labor and materials under the Contract.

In the event that the cumulative dollar value of all Task Order(s) issued under the Contract exceeds the amount of the Combined Surety Bond furnished prior to the execution of the Contract, the Contractor shall procure, pay for and furnish to the City a Combined Surety Bond Change Rider, in the proper form, for an amount which is One Hundred percent (100%) of the dollar value of the specified Task Order, that exceeds \$100,000.00. All subsequent Task Orders contemplated under the Contract shall require separate Combined Surety Bond Change Riders for One Hundred percent (100%) of the dollar value of each Task Order before a Task Order is issued and any work under the Task Order commences.

Any combined Surety Bond Change Riders furnished by the Contractor after the execution of the Contract must be reviewed and approved by the City Attorney prior to issuance of a Task Order and before any work commences.

SC-26 TASK ORDER PROCESS

TASK ORDERS

Upon review of any Contractor pricing submittal made pursuant to a Task Notice for Proposal, the City may, at its sole discretion, direct that the work described in the Task Notice for Proposal and priced by the Contractor be completed by issuance of a Task Order to the Contractor or reject the pricing submittal.

The City reserves the right to issue such a Task Order, at the price (either lump sum or time and material) and under the terms of the Contractor’s pricing submittal, at any time before the expiration 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Task Order is issued and the pricing submittal is not rejected within this period, the Contractor’s pricing Proposal shall be deemed rejected by the City.

A Task Order shall not be issued and no work shall commence until such time as the Task Order is signed by the Contractor and all designated City officials and the Contractor has submitted a Payment and Performance Bond or Bond Change Rider for the work satisfactory to the City Attorney and the CEO.

Upon issuance of a Task Order, the Contractor agrees to satisfactorily perform and complete all work or effort described in each issued Task Order or any subsequently issued Task Order Changes within the period of performance specified in the Task Order and Notice to Proceed plus such extensions of time as may be granted by the CEO in accordance with the provisions of this contract.

TASK ORDER CHANGES

In accordance with all terms and conditions provided for standard change orders under General Contract Conditions 1101 et seq. CHANGE ORDERS and ADJUSTMENT TO CONTRACT AMOUNT, the City may issue Change Orders providing for deletions, additions and modifications to the work under a duly issued Task Order. Change Orders must be issued on the Change Order or Change Order Directive Form, samples of which are included herein in the Contract Forms Section. In the event of a conflict between GC 1104.2 and the markups submitted by the Contractor identified in the Schedule of Prices and Quantities, regarding any pay item identified in GC 1104.2, the markups and rates submitted by the Contractor in the Schedule of Prices and Quantities shall prevail.

TASK ORDER CLOSEOUT

After all work performed under each Task Order has been accepted hereunder, final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Contract Condition 910 FINAL ESTIMATE AND PAYMENT. Except that, with the consent of the contractor, legal advertisement, pursuant to Article 26, Colorado Revised Statutes as amended may be held for Task Orders which do not exceed Fifteen Thousand Dollars (\$15,000.00) until such time as several such projects are completed and eligible for legal advertisement.

CONTRACT CLOSE-OUT

Following final closeout of all Task Orders performed hereunder, the Contract shall proceed to final contract closeout. Final contract closeout shall be completed in accordance with all procedures, terms and conditions set forth in the General Conditions except that final settlement and release or retention will be made upon completion of each Task Order rather than contract completion. In addition, Contractor shall execute a Final Receipt and provide a final contract closeout.

SC-27 TASK ORDER DIRECTIVE

A Task Order Directive is a written order, signed by the CEO or the CEO's designated representative, which directs the Contractor to commence a Task Order prior to complete agreement on or execution of a Task Order.

Upon receipt of a Task Order Directive, the Contractor shall immediately sign the Task Order Directive and return it to the Project Manager, and shall immediately proceed with performing the work. The Contractor, within fifteen (15) days after receiving the Task Order Directive, shall provide the Project Manager with a complete and itemized proposal which includes the estimated increase or decrease in the Contract Amount and/or Contract Time attributable to the planned work.

Time and Materials

- a. The City will identify a cost estimate or a Not to Exceed lump sum for the work described in the Task Order Directive. If the maximum cost of the work to be performed under the Task Order Directive has not been agreed upon and reduced to writing in the actual Task Order Directive, the Contractor shall proceed with such Work on a Time and Material basis through completion of the Task Order Directive or until the cost of the work has been agreed upon for the Task Order Directive.
- b. Whenever Work is performed on a Time and Material basis, the Contractor shall fully document all costs associated with such work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the Project Manager a daily itemization of all such costs in such form as the Project Manger may require.
- c. The final Task Order Directive amount performed on a Time and Material basis shall be calculated in accordance with the Schedule of Prices and Quantities indicated in this contract.

SC-28 TASK ORDER DIRECTIVES AND CHANGE ORDER DIRECTIVES

“Work”, as defined in the General Conditions, shall include all work under any Task Order or Task Order Directive. Any reference in the General Conditions to “Change Directive” shall mean “Change Order Directive”.

SC-29 SUBCONTRACTOR

The term “subcontractor” includes a labor pool.

SC-30 NOTICE TO PROCEED AND COMPLETION OF THE WORK

GC 302 is hereby deleted and replaced with the following:

- .1 A written Initial Notice to Proceed will be issued by the SVP-AIM to initiate the Contract only, and such Initial Notice to Proceed is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. Thereafter, the SVP-AIM may issue a Task Order and subsequent NTP authorizing Work and/or mobilization.
- .2 Upon issuance of the Initial Notice to Proceed, the Contractor is allowed and authorized to incur reimbursable costs related to insurance, payment and performance bonds, and such other essential activities such as security access (vehicular access and personnel badging). Home office overhead, core staff

and other allowable general conditions costs are not authorized under the initial Notice to Proceed.

- .3 Core staff and agreed upon general conditions' costs are authorized and allowed only for the time Work is authorized pursuant to a Second or subsequent Notice to Proceed and Task Order issued by the Project Manager. These costs, in part, are identified on Schedule of Prices and Quantities attached hereto, related to the rates and charges mutually agreed upon by City and Contractor. Requests for Task Order pricing proposals will not authorize the contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation and Task Order negotiation will not be reimbursable. Upon the final completion of Work under any subsequent Notice to Proceed, including a Second Notice to Proceed and/or Task Order, whichever is applicable, reimbursement for these costs expires unless otherwise agreed to in writing and authorized by the Project Manager. Any costs which are not expressly agreed to by the Project Manager shall be absorbed by the Contractor and shall be at the Contractor's own risk.
- .4 If any milestones are described in the Contract Documents, the Work described by each milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time, or in the alternative, if a Task Order is issued for Work, than the Work shall be accomplished in accordance with the Task Order and completed within the time set forth by said Task Order.

SC-31 MOBILIZATION

The Contractor, upon issuance of a Task Order, shall submit a detailed mobilization plan to the Executive Vice President, or the Executive Vice President's designee, setting forth the proposed location for mobilization, mobilization costs and equipment to be rented or purchased for the specific Work authorized. All such costs are subject to the approval of the Executive Vice President, or the Executive Vice President designee, and any equipment purchase or rental costs wherein the value of such equipment is paid for in excess of 90% of such value, then such equipment may, at the end of the Contract Time or Final Completion, whichever occurs earlier, become subject to ownership by the City (Airport) at City's option. Further, such equipment shall be used solely by the Contractor for Work under this Contract unless otherwise authorized by the Executive Vice President. Such equipment shall not be used for personal uses or activities.

SC-32 BONDS, SALES TAX AND INSURANCE

Bonds, sales and use tax and insurance shall be paid at cost without mark up.

SC-33 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM

The Contractor is required to use the City B2G Contract Management System to report all subcontractor payments and shall adhere to the City's Procedure for Reporting Subcontractor Payments. It is the Contractor's obligation to ensure that complete subcontractor information is entered into the B2G System prior to submission of the

first application for payment in order to avoid any delays in payment. The Contractor shall, prior to the submission of each subsequent invoice, ensure payments to subcontractors have been entered into the B2G System, including subcontractor confirmation of amount of payment received, for services performed during the prior billing period.

SC-34 PROJECT CONTROLS REQUIREMENTS

The Contractor will be required to use the designated Project Management Information System (PMIS) and Primavera P6 compatible to comply with the requirements of DEN's Project Controls System. The PMIS is Airport Infrastructure Management's tool for project and information management, data analysis and document control. Denver International Airport will be responsible for providing the licensing and training for PMIS. The Contractor will be responsible for providing a compatible Primavera P6. The Contractor will also be responsible for providing and maintaining the computer hardware, software and system environment capable of supporting Project Controls System requirements including as the minimum: internet connection; Microsoft Internet Explorer 8 or better; Microsoft Office 2010; Oracle Java JRE 1.7.0 Update 5 and Adobe Acrobat X Pro. This is the only project management system that will be accepted.

SC-35 PAYMENTS TO CONTRACTORS

The Contractor recognizes and agrees that applications for payment shall be submitted using the Textura® Construction Payment Management System (CPM System), which will also be the payment mechanism to disburse payments to sub-contractors used on this Project. For more information, please refer to Division I, Technical Specifications.

The Contractor further agrees that, to the fullest possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. 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:

Agency/Firm
DEN Division CA
DEN Division PM
DEN Division Director
DEN Contract Svcs CA
CCD Denver Prevailing Wage

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

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

In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractor's Certification of Payment Form.

INSURANCE REQUIREMENTS

The insurance requirements which apply to this contract are contained in the pages immediately following this page which include the following attachments:

1. Exhibit G, Rolling Owner Controlled Insurance Program (ROCIP)

The following link contains important information to ensure that all costs are captured within your proposal.

2. Safety Manual, Rolling Owner-Controlled Insurance Program (ROCIP)
3. <http://business.flydenver.com/bizops/documents/rocipSafetyManual2.pdf>

These pages are not included in the page numbering of this contract document.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

1.0 Definitions

Certificate of Insurance:	of Evidence of the insurance coverage afforded under the DEN ROCIP II. Also, evidence of insurance coverage provided by Enrolled Parties for automobile liability and offsite exposures.
Contract:	The written agreement between CCD and 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.
Contractor:	Prime Contractor, subcontractors of any tier.
Contractor insurance cost:	The Costs of the DEN ROCIP II Coverage is defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to the DEN ROCIP II Program.
Sponsor	City and County of Denver, Department of Aviation (CCD or CCD Department of Aviation)
Rolling Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for CCD, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
Eligible Employees:	Employees of Enrolled Subcontractors who are not excluded from the DEN ROCIP II under the "Excluded Parties" definition.
Enrolled Parties:	The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the DEN ROCIP II as evidenced by the issuance of a Certificate of Insurance.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

Excluded Parties: Parties not covered by the DEN ROCIP II because of ineligibility. No insurance coverage provided by CCD Department of Aviation under the DEN ROCIP II shall extend to the activities or products of the following:

- (1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s);
- (2) Hazardous materials remediation, removal, or transportation companies and their consultants;
- (3) Any architect, engineer or surveyor and their consultants except when approved by CCD Department of Aviation;
- (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;
- (5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;
- (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;
- (7) Persons or entities who are not enrolled parties or included as insureds within the policies;
- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer);
- (9) Fire Watch personnel; or
- (10) Any other person or entity specifically excluded by CCD Department of Aviation, in its sole discretion, from participation as Enrolled Parties.

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Denver International Airport
Rolling Owner Controlled Insurance Program II

- Insured:** (liability policies) CCD, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
- Insurers:** Those Insurance Companies providing the DEN ROCIP II insurance coverage. The Insurers will be identified in the DEN ROCIP II Manual.
- Net Bid:** Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the DEN ROCIP II from its bid and all change orders. Net bids are subject to verification by the DEN ROCIP II Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
- DEN ROCIP Administrator:** II Insurance services firm selected by CCD to administer the DEN ROCIP II and provide insurance brokerage services as required.
- DEN ROCIP Manual:** II A reference document provided to contractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP II and provides information about compliance with DEN ROCIP II requirements.
- Off-Site Work:** Work performed away from the Project Site.
- Payroll:** For purposes of the DEN ROCIP II only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
- Project:** The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP II policies.
- Project Site:** Those areas designated in writing by the City and County of Denver, Department of Aviation, in a Contract document for performance of the Work and such additional areas as may be designated in writing by the Department of Aviation for Contractor's use in performance of the Work. Subject to DEN ROCIP II 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 CCD, (3) 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 worker's compensation policy included in the DEN ROCIP II, but excluding any permanent locations of Contractor or such covered Subcontractors.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

- Subcontract:** 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.
- Subcontractor:** Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these Subcontractor's lower-tier subcontractors.
- Work:** Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

2.0 General Information

- 2.1 **Insurance Provided by CCD Department of Aviation.** CCD Department of Aviation has arranged for this Project to be insured under the DEN ROCIP II program. Coverage shall be provided for Workers' Compensation, Employer's Liability, General Liability, Excess Liability, Builders Risk, and Contactors Pollution Liability 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 CCD, except as otherwise provided herein.
- 2.2 **Enrollment Required.** Parties performing labor or services at the Project site are eligible to enroll in the DEN ROCIP II, unless they are Excluded Parties (as defined herein). Participation in the DEN ROCIP II is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and use the forms provided in the DEN ROCIP II manual to enroll in the ROCIP. When the Contractor and Subcontractors and lower-tier subcontractors are properly enrolled in the DEN ROCIP II, the DEN ROCIP II 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 coverage arranged by CCD.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

2.0 General Information (Continued)

- 2.4 **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 a ROCIP for those coverages provided under the DEN ROCIP II. The calculation of these costs will be determined using the forms found in the DEN ROCIP II Manual. The Costs of DEN ROCIP II Coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles or self-insured retentions, or self-funded other programs. Change orders shall also exclude the Cost of DEN ROCIP II Coverage.
- 2.5 **Insurance Premiums.** CCD Department of Aviation will pay the insurance premiums for the DEN ROCIP II coverage. CCD Department of Aviation 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 CCD Department of Aviation the right to receive all such adjustments, and will require that each subcontractor of every tier assign to CCD Department of Aviation all such adjustments. The Contractor and the Subcontractors who are Enrolled Parties shall execute such further documentation as may be required CCD Department of Aviation to accomplish this assignment.
- 2.6 **Off Site Operations.** The DEN ROCIP II will provide certain insurance coverage for CCD Department of Aviation, 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 CCD Department of Aviation and when all operations at such site are identified and solely dedicated to the Project. Contractors and Subcontractors are responsible to notify the DEN ROCIP II Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the site unless confirmed in writing by the DEN ROCIP II Administrator.
- 2.7 **DEN ROCIP II Manual.** As soon as practicable, a DEN ROCIP II Manual will be sent to the Enrolled Party and will become a part of the Contract and Contractor's Subcontract with Subcontractor. The DEN ROCIP II 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 DEN ROCIP II Administrator in providing all information as required in the DEN ROCIP II Manual.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

2.0 General Information (Continued)

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

3.0 Summary of Insurance Coverage

3.1 **Insurance Provided by CCD Department of Aviation.** Unless otherwise provided herein, prior to commencement of the Work, CCD Department of Aviation, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the insurance specified below, insuring CCD Department of Aviation, 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:	\$1,000,000 each accident
Bodily Injury by Disease:	\$1,000,000 each employee
Bodily Injury by Disease:	\$12,000,000 policy limit

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

3.0 Summary of Insurance Coverage (Continued)

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 Limit - Per Project	\$4,000,000
Policy Maximum Annual General Aggregate - Renewals	\$8,000,000
Annually	
Products/Completed Operations Aggregate Limit – Per Project	\$4,000,000
(8 Years)	
Policy Maximum Products/Completed Operations Aggregate Limit	\$6,000,000
(8 Years)	
Personal & Advertising Injury Limit Any one Person/Organization	\$2,000,000
Each Occurrence Limit (Bodily Injury and Property Damage)	\$2,000,000
Damage to Premises rented to you (any one premises)	\$300,000
Medical Expense limit (any one Person)	\$10,000

Excess/ Liability Insurance (limits noted are minimum limits. CCD Department of Aviation 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	\$50,000,000 or more
General Aggregate	\$50,000,000 or more
Products/Completed Ops Aggregate	\$50,000,000 or more

Products/Completed Operations Coverage Extension: 8 years

Excess Limits above the first \$50,000,000 may apply to all Projects placed under CCD's DEN ROCIP II.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

3.0 Summary of Insurance Coverage (Continued)

General Liability Insurance Claim Chargeback. A claims charge-back will be assessed for the amount of any loss payable under the DEN ROCIP II 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 (limits noted are minimum limits. CCD Department of Aviation may elect to provide higher limits, based on the size of the Project):

Unless other provided, CCD Department of Aviation shall purchase Contractors Pollution Liability arising from claims for pollution incidents 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
Policy Aggregate:	\$10,000,000

Products/Completed Operations coverage extends for a minimum of eight (8) years after final completion of the Project.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

3.0 Summary of Insurance Coverage (Continued)

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 DEN ROCIP II 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

Unless otherwise provided, CCD Department of Aviation 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) CCD's interest in the Work ceases; 2) the policy expires; or 3) the Work is accepted by CCD Department of Aviation.

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.

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3.0 Summary of Insurance Coverage (Continued)

CCD Department of Aviation 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 CCD Department of Aviation as fiduciary. CCD Department of Aviation 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 DEN ROCIP II 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.

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Denver International Airport
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3.2 **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 CCD 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 operations include unescorted airside access at DEN, then a \$9 million Excess Liability Limit is required.**

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 CCD Department of Aviation 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

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

3.0 Summary of Insurance Coverage (Continued)

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 CCD for general liability policies in the name of:

CITY AND COUNTY OF DENVER, DEPARTMENT AVIATION, AND MEMBERS OF
THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF DENVER,
DEPARTMENT OF AVIATION, AND THE OFFICERS, AGENTS AND EMPLOYEES OF
THE CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION,
INDIVIDUALLY AND COLLECTIVELY, AS ADDITIONAL INSURED

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 CCD Department of Aviation.

3.2.1 Insurance provided by Enrolled Parties for Special Situations. The Contractor or Subcontractor of any tier, at its own expense, shall provide and maintain the following insurance of the type and in limits as set forth CCD Department of Aviation risk management should construction operations warrant such coverage.

Aircraft/Aviation Liability. Should aircraft of any kind be used by the Contractor, or by anyone else on its behalf, the Contractor shall contact City risk management to ensure the appropriate aircraft/aviation liability is in place. All limits, coverages, and endorsements will be set and enforced by CCD Department of Aviation risk management.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

3.0 Summary of Insurance Coverage (Continued)

- 3.3 **Insurance Requirements for Excluded Parties.** Contractor and each Subcontractor and its lower-tier subcontractors shall require all Excluded Parties, as defined herein, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement. The DEN ROCIP II Policies, and Coverage shall not apply to Excluded Parties, even if erroneously enrolled in the DEN ROCIP II. Excluded Parties and parties no longer enrolled or covered by the DEN ROCIP II or erroneously enrolled in the DEN ROCIP II shall obtain and maintain, and require by contract that each of their lower-tier Subcontractors obtain and maintain at a minimum, the insurance coverage required by Section 3.2 above, and as required by the DEN ROCIP II Manual.

4.0 Contractor Warranties and Agreements

- 4.1 **Accuracy of Contractor-provided Information.** Contractor warrants that all information submitted to CCD Department of Aviation or the DEN ROCIP II Administrator is accurate and complete to the best of its knowledge. Contractor will notify CCD Department of Aviation or Administrator immediately in writing of any errors discovered during the performance of the work.
- 4.2 **Contractor Responsible To Review Coverage.** Contractor acknowledges that all references to DEN ROCIP II policy terms, conditions, and limits of liability in this document, as well as the DEN ROCIP II Manual, are for reference only. Contractor and its subcontractors are responsible for conducting their own independent review and analysis of the DEN ROCIP II Coverage 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.

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Denver International Airport
Rolling Owner Controlled Insurance Program II

4.0 Contractor Warranties and Agreements (Continued)

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

5.0 Contractor Obligations

- 5.1 **DEN ROCIP II Documents shall be provided to Subcontractors.** Contractor shall furnish each bidding Subcontractor, vendor, supplier, material dealer or other party a copy of this DEN ROCIP II Exhibit and the DEN ROCIP II Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.
- 5.2 **Timely Enrollment Required.** Contractor shall enroll in the DEN ROCIP II within five (5) days request by CCD Department of Aviation or its DEN ROCIP II Administrator. Contractor shall notify each Subcontractor of the procedure for enrolling in the DEN ROCIP II 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 DEN ROCIP II Administrator by the issuance of a Certificate of Insurance.
- 5.3 **Compliance with Conditions.** Contractor shall not violate any condition of the policies of insurance provided by City under the terms of this DEN ROCIP II Exhibit or the DEN ROCIP II 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.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

5.0 Contractor Obligations (Continued)

- 5.4 **Claims Cooperation.** Contractor shall participate in the claim reporting procedures of City's DEN ROCIP II. 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
- 5.5 **Monthly Payroll Submission.** All Enrolled Parties shall submit monthly payrolls and worker-hour reports to CCD Department of Aviation (via the LCP Tracker and to DEN ROCIP II Administrator via its on-line payroll reporting system required in the DEN ROCIP II Manual. On-line reporting instructions shall be provided to all Contractors at time of enrollment into the DEN ROCIP II. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. The form must be submitted 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 form is required for each Subcontract under which Work is being performed.
- 5.6 **Response to Information Requests.** All insurance underwriting, payroll, rating or loss history information requested by CCD Department of Aviation or the DEN ROCIP II 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 CCD Department of Aviation, CCD's Department of Insurance insurer or CCD Department of Aviation 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 CCD Department of Aviation, DEN ROCIP II Administrator and DEN ROCIP II insurers.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

5.0 Contractor Obligations (Continued)

- 5.7 **Responsibility for Safety.** Notwithstanding the DEN ROCIP II, 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 DEN ROCIP II Safety Manual.
- 5.8 **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.

6.0 Notices, Costs

- 6.1 **Limitations on CCD Department of Aviation Provided Coverage.** CCD Department of Aviation assumes no obligations to provide insurance other than that evidenced by the policies referred to in Paragraph 3.1 and subparagraphs. CCD Department of Aviation, 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 CCD Department of Aviation. The DEN ROCIP II also does not cover Workers' Compensation claims or Commercial General Liability claims arising from "Off-Site Work."
- 6.2 **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 CCD Department of Aviation shall not be responsible for any loss or damage to tools and equipment. This Contractors' Equipment insurance shall contain a waiver of subrogation against CCD Department of Aviation 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 County of Denver, Department of Aviation and/or its representatives and other Enrolled Parties for damage to tools and equipment.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

6.0 Notices, Costs (Continued)

- 6.3 **No Release; No Waiver of Immunity.** The provision of the DEN ROCIP II shall in no way be interpreted as relieving CM or any Subcontractor of any responsibility or liability under the Contract Documents, the DEN ROCIP II 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 CCD, 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 CCD, its officers, officials and employees.
- 6.4 **City Right to Withhold Payments.** In addition to any other rights of withholding that CCD Department of Aviation may have under the Contract Documents, CCD Department of Aviation 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 DEN ROCIP II Manual. CCD Department of Aviation may withhold from any payment owing to Contractor the Costs of DEN ROCIP II Coverage if included in a request for payment. Such withholding by CCD Department of Aviation shall not be deemed to be a default under the Construction Contract. CCD Department of Aviation shall withhold from Contractor the Costs of DEN ROCIP II Coverage attributable to an increase in an Enrolled Party's total payroll for the Work over the amount reported to City and DEN ROCIP II Administrator at time of enrollment in the DEN ROCIP II.
- 6.5 **CCD Department of Aviation Remedies.** Without limitation upon any of CCD Department of Aviation's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit or the DEN ROCIP II Manual shall be deemed a material breach of the Construction Contract, thereby entitling CCD Department of Aviation, 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.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

6.0 Notices, Costs (Continued)

- 6.6 **Off-Site Storage.** Unless otherwise provided in the Contract Documents, the property insurance provided by CCD Department of Aviation shall not cover portions of the Work stored off the Site without written approval of CCD Department of Aviation. Contractor shall be responsible for reporting such property or work if ownership has been transferred to CCD Department of Aviation. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.
- 6.7 **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. CCD Department of Aviation 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.
- 6.8 **CCD Department of Aviation Right to Exclude Parties from DEN ROCIP II.** CCD Department of Aviation reserves the right to exclude any Subcontractor from the DEN ROCIP II, before or after enrollment by the Subcontractor into the DEN ROCIP II. If CCD Department of Aviation elects to exclude a Subcontractor from the DEN ROCIP II, the Contractor will be responsible for ensuring the insurance coverage outlined in the Contractor's Subcontract Agreement are provided to CCD Department of Aviation or DEN ROCIP II Administrator before the Subcontractor can begin or resume work on the Project.

EXHIBIT G
Denver International Airport
Rolling Owner Controlled Insurance Program II

6.0 Notices, Costs (Continued)

- 6.9 **CCD Department of Aviation's Right to Modify or Discontinue DEN ROCIP II Coverages.** CCD Department of Aviation may, for any reason, modify the DEN ROCIP II Coverages, discontinue the DEN ROCIP II, not bind the DEN ROCIP II Coverages, or request that Contractor or any Subcontractor withdraw from the DEN ROCIP II upon thirty (30) Days' written notice. The Contractor and the Subcontractors shall in such an event secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the DEN ROCIP II. 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 DEN ROCIP II 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 CCD's prior written approval.
- 6.10 **CCD Department of Aviation's Right to Purchase Other Coverages.** CCD Department of Aviation 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 CCD Department of Aviation. Apart from the DEN ROCIP II Coverages, CCD Department of Aviation 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.

**CITY AND COUNTY OF DENVER,
DEPARTMENT OF AVIATION**



**ROLLING OWNER CONTROLLED INSURANCE
PROGRAM II**

SAFETY MANUAL

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SECTION 1. INTRODUCTION & GENERAL INFORMATION

The City and County of Denver has arranged for certain activities under this construction project to be insured under an 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 for work performed at the project site. Certain Trade Contractors and Subcontractors are ineligible for this program. See ROCIP Insurance Manual for eligibility.

The ROCIP Safety Manual was prepared by The City and County of Denver, and Arthur J. Gallagher & Co. to ensure pro-active safety processes are used on this project to prevent incidents and injuries to all employees and the public. The Contractor and Subcontractors are responsible for complying fully 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 document is not an attempt to reiterate applicable health and safety standards. Changes in these standards made during the duration of your contract will be immediately binding and enforced, provided they are more stringent than existing health and safety standards. All applicable OSHA, ANSI, NEC, and NFPA standards are incorporated into this program by reference. The Contractor and Subcontractors shall maintain a current copy of the OSHA Construction standards on the site.

Throughout the duration of this project, the Contractor and Subcontractor 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, students, faculty, staff and the public.

All safety programs will be submitted for review and acceptance prior to the start of any construction activities. The safety programs submitted must meet or exceed the safety requirements outlined in the Contract Documents, including Division 1 – General Requirements, the ROCIP Safety Manual and be in compliance with all applicable federal, state, and local safety and environmental laws and regulations. This ROCIP Safety Manual shall serve as a general framework. The Contractor will be required to develop a site specific safety plan, which identifies specific site safety requirements, potential exposures associated with the project, and the means and methods to be employed to address these exposures. The site specific safety plan shall be submitted and accepted before the Contractor initiates work under the scope of their contract. Review and acceptance of the Contractor's site specific safety plan shall not impose any liability on the Owner. All Subcontractors will be required to develop their own site specific safety plan. Subcontractors must submit their site specific safety plan to the Contractor. The Contractor is responsible for reviewing their Subcontractor's site specific safety plan and making them available to the ROCIP Safety Team for review.

The Contractor will be responsible for overseeing the safety of all Subcontractor employees 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 ROCIP has specific safety requirements that in many instances exceed current federal, state, or local safety and environmental standards. In the event of a conflict between Division 1 and the ROCIP Safety Manual, the Program Safety Manager and the Director of Construction have the final say as to which safety procedures are to be followed.

The Contractor and Subcontractors must thoroughly review this document and the appropriate portions of the Contract Documents, including Division 1- General Requirements, to understand the risks inherent in the project and the safety measures needed to adequately protect employees and the public from harm. 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 and failure to comply 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 OWNER reserves the right to make any changes and modifications to this document via bulletin form or any other written communication.

SECTION 2. DEFINITIONS

- A. 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 Standards. 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.
- 1) **Accident** An undesired event or sequence of events causing injury, illness, property damage or loss of life.
 - 2) **Authorized Person.** (In reference to an employee's assignment) Selected by the employer for that purpose.
 - 3) **Denver International Airport (DIA) ROCIP Team.** This is the management team that represents the safety and health interests of the ROCIP in the prevention of insurable loss on Department of Aviation ROCIP projects. The team includes The City

- and County of Denver project Risk Management and Safety Departments, and Arthur J. Gallagher safety representatives and representatives from the insurance carrier.
- 4) **Competent Person.** One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
 - 5) **Contractor.** The entity with which the City and County of Denver enters into this contract.
 - 6) **Contractor Safety Representative.** Fulltime safety professional assigned to monitor the safety of Contractor employees and Subcontractors under the scope of work of the contract.
 - 7) **Employee.** Person employed by an Employer as defined by this section.
 - 8) **Employer.** Firm or entity that has Employees working on site and is enrolled in the ROCIP program. The term Employer includes the Contractor and Subcontractors of all tiers.
 - 9) **Hole.** A gap or void 2 inches or more in its least dimension, in a floor, roof, or other walking/working surface.
 - 10) **Near Miss Incident.** Incident that had the potential to cause harm or injury but because of circumstances resulted in no harm.
 - 11) **ROCIP Broker/Administrator.** Arthur J. Gallagher & Co. (AJG) is the broker administering the ROCIP Insurance Program providing risk management consulting and being a consultant for safety to the project.
 - 12) **ROCIP Safety Team.** Arthur J. Gallagher, Insurance Carrier, Denver International Airport Risk Management representative(s) responsible for monitoring, evaluating and coordinating the Contractor's safety, health, and environmental compliance.
 - 13) **Occupation Safety and Health Administration.** OSHA as used in the context of these Safety Standards refers to Federal agency with jurisdiction over workplace occupational safety and health at the project site.
 - 14) **Qualified Person, Attendant or Operator.** A person designated by the employer who by possession of a recognized degree, certificate, or professional standing, or who, by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.
 - 15) **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 identifies program participants.
 - 16) **Site-Specific Safety Program (SSSP).** The Employer's Site-Specific Safety Program prepared in accordance with the requirements of this document and the Contract.
 - 17) **Subcontractor.** Firm or other entity awarded work by a Contractor on a particular construction 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.

- 18) **Walking and Working Surface.** Any surface, whether horizontal or vertical on which an employee walks or works, including, but not limited to, floors, roofs, ramps, bridges, runways, formwork and concrete reinforcing steel but not including ladders, vehicles, or trailers, on which employees must be located in order to perform their job duties.

SECTION 3. DIA ROCIP SAFETY TEAM DIRECTORY

Name	Title	Company	Office	Cell	Email
Kate Tremblay	Risk Manager	DIA	(303) 342-2152	(970) 481-9341	Kate.Tremblay@flydenver.com
Keith Williams	Safety Supervisor	DIA	(303) 342-2132	(303) 513-6233	Keith.Williams@flydenver.com
Somer Shindler	Senior Director of AIM Development	DIA	(303) 342-4484		Somer.Shindler@flydenver.com
TBD (Project Specific)	DIA Project Manager	DIA			
Ed Davis	Senior Loss Control Specialist	A.J. Gallagher	(303) 889-2552	(303) 601-1165	ed_davis@ajg.com
Mike Briggs	Loss Control Consultant	The Hartford	(602) 674-2718	(602) 478-6586	Michael.Briggs@thehartford.com

Cell Phone numbers are 24/7

For all emergencies, call 303-342-4211.

SECTION 4. SAFETY RESPONSIBILITIES & QUALIFICATIONS

4.0 CONTRACTOR

- A. Contractor and Subcontractors, of any tier, have the explicit responsibility to perform work in accordance with the Contract Documents, including Division 1- General Requirements, federal law (including both 29CFR1910 and 29CFR1926 statutes) and the City and County of Denver’s ROCIP Safety Manual requirements that may also include any regulations required by the Federal Aviation Administration, Transportation Safety Administration, Homeland Security or United States Customs. This is in addition to

compliance with the Contractor's company requirements and approved site specific safety plan (SSSP).

4.1 *CONTRACTOR SAFETY REPRESENTATIVE*

NOTE: Variance to the requirements in Sections A. and B. may be granted at the sole discretion of the DIA ROCIP Safety Team. Any variance must be negotiated prior to contract signing.

- A. The Contractor shall assign a fulltime safety professional to monitor the safety of their employees and Subcontractors under the scope of work of the contract. If the manpower loading exceeds 249 employees on the project, a second fulltime safety professional shall be retained. If the project exceeds 750 employees, and Contractor will discuss the need for adding additional safety personnel to ensure the safety expectations of the ROCIP are fully met. When multiple shifts are involved the Contractor will assign additional qualified safety professional meeting the minimum qualification outlined below.
- B. The qualifications of the Contractor's safety representative must be submitted to the ROCIP Safety Team for review prior to assignment to the site. Approval will depend upon the following qualifications and experience:
 - 1) Hold a BCSP (Board of Certified Safety Professionals) designation (CHST, ASP, CSP) with at least 5 years of relevant construction safety and health experience; **or**
 - 2) Have a Bachelor's degree in Safety Management or an equivalent engineering degree with at least 7 years of relevant construction safety and health experience; **or**
 - 3) Have at least 12 years of relevant construction safety and health experience; **and**
 - 4) Completed the OSHA 500 course for construction within the last 24 months.
 - 5) 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.
 - 6) Completion of drug and alcohol reasonable suspicion training.
 - 7) Knowledge of safety representatives' responsibilities.
- C. Specific responsibilities of the Contractor's Safety Representative include, but are not limited to the following:
 - 1) Employee Safety Orientation and Training
 - i) Conduct orientation sessions for employees new to the site, prior to their beginning work.
 - ii) Participate in weekly tool box safety meetings; assist field supervisors, as requested, with meetings.
 - iii) Conduct monthly supervisor safety meetings.

- iv) Participate in Job Hazard Analysis development and Pre-Task Planning activities.
 - v) Instruct supervisors on safety rules and regulations.
 - vi) Instruct employees concerning special procedures (e.g. lock-out, excavation, confined space entry, FAA, TSA, DHS, etc.) as required by OSHA or this manual
 - vii) Conduct regulatory training as required.
 - viii) Conduct emergency evacuation training.
- D. Record Keeping
- 1) Complete OSHA, state, federal, company and project specific reports.
 - 2) Complete accident investigation, conduct root cause analysis and develop lessons learned reports for distribution to Contractors, Subcontractors and ROCIP Safety Team.
 - 3) Complete inspection reports.
 - 4) Maintain training documentation.
 - 5) Complete and process The City and County of Denver ROCIP safety and health reporting requirements. This includes but is not limited to inspections, incident/accident reports and training logs.
- E. Safety Standards, Rules and Regulations Enforcement
- 1) Authority to stop work.
 - 2) Organizational freedom necessary to implement and enforce Subcontractor safety and health programs.
 - 3) Authority to take immediate corrective action.
 - 4) Implement, maintain, and update, as required, conditions and project site specific safety policies and procedures.
 - 5) Interpret and implement site specific safety policies and procedures.
 - 6) Demonstrate, by example, proper safety behavior.
- F. First Aid/Medical Treatment
- 1) Ensure first aid supplies are adequate.
 - 2) Investigate accidents and complete or obtain accident reports.
 - 3) Coordinate transportation of employees with minor injuries to Contractor's first aid station or designated medical facility.
- G. General Responsibilities
- Keep the ROCIP Safety Team apprised of any safety related problems that have or may develop.
- 1) Conduct work area safety inspections and forward results to the ROCIP Safety Team.
 - 2) Conduct investigations of all accidents and incidents and forward reports to the ROCIP Safety Team.
 - 3) Compile safety statistical information and copy the ROCIP Safety Team.

4.2 SUBCONTRACTOR SAFETY REPRESENTATIVE

- A. Subcontractors of any tier are responsible for complying with the safety requirements addressed in the ROCIP Safety Manual, the Contractor's SSSP, Federal, State and Environmental, Safety and Health rules and regulations, whichever is most stringent.

- B. Each Subcontractor on site with a manpower loading less than 50 employees shall have an employee assigned as a safety representative meeting the minimum requirements listed below. This employee may be a working foreman.
 - 1) Completed at least an OSHA 10 Construction Outreach Training Course within the last twenty-four (24) months before being assigned to this project.
 - 2) 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.
 - 3) Received training on Heat Illness and is required by qualification to train his/her employees on the subject.
- C. 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:
 - 1) Completed at least an OSHA 30 Construction Outreach Training Course within the last twenty-four (24) months before being assigned to this project.
 - 2) 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.
 - 3) Received training on Heat Illness and is required by qualification to train his/her employees on the subject.
 - 4) Completion of drug and alcohol reasonable suspicion training.
- D. Duties of the Subcontractor Safety Representative include the following regardless of manpower loading:
 - 1) Participation in accident and incident investigation involving their work and employees.
 - 2) 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.
 - 3) 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.
 - 4) Attend safety meetings scheduled by Contractor or ROCIP Safety Team.
 - 5) Counsel and train if necessary the employees when the Daily Pre-Task Planning Sheet does not adequately identify the key areas of the task.

4.3 *FIELD SUPERVISORS/FOREMAN*

- A. The field supervisors have the responsibility for overall training, control, and conduct of personnel on their crew. As first line supervisors, their role in the safety and health program is crucial because they set standards by which their employees work. Field

supervisors/foremen must have completed at least an OSHA 10 Construction Outreach Program within the last 24 months.

- B. The field supervisors' safety responsibilities include, but are not limited to:
- 1) Task specific safety training.
 - 2) Safety inspections.
 - 3) Tool box safety meetings.
 - 4) Accident investigation.
 - 5) 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.
 - 6) Completion of drug and alcohol reasonable suspicion training.
 - 7) Capable of implementing the crisis management plan.
 - 8) Authority to stop work when employee's or crew is exposed to hazardous conditions or potentially hazardous conditions.
 - 9) Capable of developing and leading JHA's and Daily PreTask Planning activities.

4.4 DIA ROCIP SAFETY TEAM

4.4.1 STATEMENT OF AUTHORITY

- A. 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 Project. The ROCIP Safety Team is a representative of the City and County of Denver, Denver International Airport, and shall directly review and manage the requirements of the ROCIP Safety Plan. If ROCIP Safety Team finds the Contractor areas of work or individuals being, or acting in noncompliance with OSHA or Site Specific Safety Plan requirements, or any other applicable regulations, the ROCIP Safety Team shall have the authority to order immediate correction and cessation of the non-compliant occurrence. Noncompliance with Project Safety Plan will be grounds for Contractor dismissal and/or employee(s) being forbidden entry onto the project. All costs of correction shall be borne by the Contractor deemed responsible. Nothing contained herein, however, shall serve to relieve the Contractor of his 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.

4.4.2 RESPONSIBILITIES/DUTIES

- A. The 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 ROCIP Safety Team include, but are not limited to, the following:

- 1) Compile, follow-up, and maintain safety performance statistics for the project. Communicate above information to the project's senior management to ensure they are informed and involved in the safety program.
- 2) Keep apprised of new regulations and developments to keep the safety policies and procedures current and effective.
- 3) Periodically conduct safety surveys of Contractors' and Subcontractors' activities to observe safety performance and make appropriate recommendations.
- 4) Review and communicate methods and procedures to foster the highest level of accident prevention performance possible. Provide such information to the safety representative or designee.
- 5) Act as an advisor providing consulting and training to the Contractors and their Subcontractors to enhance safety performance and best practices specific to the project.
- 6) The focus of the safety efforts are on prevention of accidents through the safety plan; however there can be circumstances where accident investigations may be necessary to systematically determine the root cause, therefore the degree of detail required shall parallel the severity of the incident.
- 7) Periodically attend Contractor safety tool box meetings, review Job Hazard Analysis to ensure content and quality of the meetings are being achieved.
- 8) Review all accident investigation reports to ensure thorough investigations were conducted to control future accidents.
- 9) Disseminate safety bulletins.
- 10) Distribute written information to the safety representative or designee regarding new proactive requirements, regulations or developments in safety.
- 11) Review and evaluate Contractors' safety meeting minutes to ensure that quality safety meetings are held.
- 12) Provide the ROCIP safety manual and its revisions throughout the course of the project. Provide other written safety information, posters, etc., as needed.
- 13) Provide coordination with public and regulatory agencies.
- 14) Participate in organizations such as ABC, AGC, ASSE, and National Safety Council to remain apprised of new developments in safety or any other professional electronic briefings as necessary.

SECTION 5. HEALTH AND SAFETY SPECIAL PROVISIONS

5.0 CONTRACTOR'S SITE SPECIFIC SAFETY PLAN (SSSP)

- A. The SSSP is essential to the successful and consistent implementation of ROCIP Safety Program. The Contractor/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 Program Manger and ROCIP Safety Team prior to the start of all site activities.

- B. 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.
- C. See additional requirements in Division 1 - Section 01110

5.0.1 PRE- PROJECT HAZARD ANALYSIS

- A. The purpose of pre-planning is to prevent unnecessary hazards that are likely to occur during construction and to make sure each Contractor performing an operation will have the necessary material and equipment on hand when needed.
- B. Due to the speed at which construction projects proceed, a single operation does not continue long enough to become safe through trial-and-error.
- C. To cope with safety problems peculiar to our industry, pre-project hazard analysis is required so that the Contractor's and Subcontractor's supervision can pre-determine anticipated hazards and develop an appropriate plan to prevent the hazards from becoming incidents.
- D. It is the responsibility of the Contractor's project superintendent to ensure that Pre-Project Hazard Analysis is completed for their scope of work and their Subcontractor has completed a pre-project hazard analysis of their scope of work operations before initiating work on this project.
- E. Placing high risk activities on the project schedule ensures their visibility to key project personnel and fosters cooperation and communication of associated project risks.
- F. A copy of the pre-project hazard analysis shall be submitted to the ROCIP Safety Team prior to the start of work under contract.

5.1 DRUG FREE WORK ENVIRONMENT

- A. This project is a drug-free work environment. Contractors and Subcontractors of any tier will maintain a drug-free environment in accordance with the DIA ROCIP Program. Contractors/Subcontractors of any tier are responsible for testing any and all of their employees who work on the project for the presence of drugs or alcohol.
 - 1) DIA/owner will pay for the cost of pre-employment substance abuse testing.
 - i. The Contractor will be responsible to reimburse DIA for the cost of pre-employment drug testing for employees who do not receive safety orientation 30 days after the pre-employment drug screen is performed.
 - ii. If an employee is absent from the site more than 120 consecutive days, pre-employment drug testing will be required to regain site access. The Contractor is responsible to reimburse DIA for the cost of this testing.
 - 2) Contractor is responsible for the cost and set up of post-incident and reasonable suspicion testing.
- B. Contractor must present a negative drug and/or alcohol screen to the ROCIP Program Administrator for employees to return to the project site after post incident and reasonable suspicion testing.

- C. Employees who test positive for illegal drugs or substances or alcohol above established limits will be immediately removed from the project site.
- D. Managers and supervisors will be trained in recognizing the signs and symptoms of drug and alcohol abuse.
- E. Employees suspected of drug or alcohol abuse should be escorted to the testing facility by two individuals for witness purposes; one person being the supervisor and the other a non-management person.
- F. Employees failing post-accident or reasonable suspicion drug tests will not be allowed to drive a motor vehicle when leaving the testing facility – the Contractor or Subcontractor must ensure that the employee finds an alternative means of transportation, such as a family member or a taxi.
- G. The Contractor shall carefully consider the expectations of individual privacy and confidentiality in retaining records under their policy. With the exception of the testing laboratory and the Contractor's program administrator, drug test results may not be divulged to anyone without the expressed written authorization of the tested individual, unless requested by State agency officials as part of an accident investigation.
- H. Each Contractor shall submit a substance abuse policy that contains the following:
 - 1) Statement of Purpose
 - 2) Statement of Policy
 - 3) Policy Administration/Types of Drug (including testing for synthetics) & Alcohol Tests (Pre-employment, post incident, and reasonable suspicion)
 - 4) Positive & Negative Results
 - 5) Transporting employees to and from testing facility
 - 6) Use of prescription drugs
 - 7) Recordkeeping
 - 8) Training
 - 9) Right to Search
 - 10) Discipline
 - 11) Definitions
 - 12) Confidentiality

5.1.1 OFF- SITE SUBSTANCE ABUSE TESTING FACILITY LOCATION – LESS THAN 25 EMPLOYEES

- A. Pre-employment testing facility location:
 - OccMed Colorado, LLC
 - 3449 Chambers Rd, Suite B
 - Aurora, CO, 80011
 - Phone: (720) 859-6139
 - Hours: Monday – Friday 7:00 AM to 5:00 PM
 - Walk-in or call for testing. Recommend contacting clinic to schedule testing.

5.1.2 ON-SITE SUBSTANCE ABUSE TESTING FACILITY LOCATION – MORE THAN 25 EMPLOYEES

- A. To schedule onsite testing, contact Keith Williams at (303) 342-2132
 - 1) Minimum of 7 days advanced notice is required.
 - 2) Minimum of twenty-five (25) employees required
- B. Pre-employment testing facility location:
 - DIA Fleet Maintenance Center
 - 27500 E. 80th Avenue
 - Denver, CO 80249

5.1.3 ROCIP DRUG-FREE WORKPLACE POLICY

SECTION I. INTRODUCTION

The DIA ROCIP has a vital interest in ensuring safe, healthful and efficient working conditions. The unlawful presence of controlled substances in the workplace conflicts with these vital interests and constitutes a violation of public trust. For these reasons, DIA has established, as a condition of employment and continued employment, the following drug-free workplace policy.

SECTION II. DRUG-FREE WORKPLACE POLICY

Implementation and enforcement of this policy is subject to interpretations appropriate to Federal laws and requirements.

A. Drug Defined.

For the purpose of this policy, the term "drug" is assumed to include illicit drugs, and/or misused or abused prescribed medications, controlled substances, marijuana (cannabis) and alcohol. The terms drug abuse and substance abuse may be used interchangeably.

B. Prohibition Against Unlawful Presence of Controlled Substances in the Workplace

The unlawful possession, manufacture, distribution, dispensation, possession of 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. Compliance Is a Condition of Employment and Continued Employment

Contractor and Subcontractor employees on ROCIP projects are hereby advised that full compliance with the foregoing policy shall be a condition of employment and continued employment on this project.

D. Sanctions for Violation of the Drug-Free Workplace Policy

Employees who violate the foregoing drug-free workplace policy and engage in the use, sale or purchase of illicit drugs on the worksite shall be subject to disciplinary action up to and including termination of employment for the duration of the project; and, where necessary, restraining orders may prevail.

SECTION III. DRUG-FREE AWARENESS PROGRAM

In order to maintain a drug free workplace, the ROCIP has established that Contractors provide a drug-free awareness program to educate employees about the dangers of drug abuse in the workplace, the drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed for violations of this drug-free workplace policy. Such education shall include, but not be limited to:

- A. Distribution of the Contractor and ROCIP drug free policy at the time of employment and a discussion of the ROCIP program at the new employee orientation.
- B. A list of approved drug assistance agencies or substance abuse professional organizations.
- C. Educational materials regarding substance abuse.
- D. The basic components relative to the drug testing.
- E. Training of supervisors to provide information on the various drugs of abuse, the causes and impact of substance abuse, and specific intervention techniques designed to ease the difficult task of identifying and confronting an employee suspected of substance abuse.

SECTION IV. DEFINITIONS

1. Aliquot

A portion of a specimen used for testing.

2. Blind Sample

A urine specimen submitted to a laboratory for quality control testing purposes with a fictitious identifier so that the laboratory cannot distinguish it from employee specimens and which may be "spiked" with known quantities of specific drugs or which is "blank" containing no drugs.

3. Chain of Custody

Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing chain of custody form

be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form accounting for the specimen will be used within the laboratory.

4. Collection Container

A medium which is used to provide the urine sample for which a drug test is to be performed.

5. Collection Site

A facility designated in the policy where individuals present themselves for the purpose of voiding a specimen of their urine to be analyzed for drug presence.

6. Collection Site Person

A person who instructs, assists, evaluates and performs initial examination of the urine specimen.

7. Confirmation Test

A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical profile from than that of the initial test in order to ensure reliability and accuracy. [Gas chromatography/ mass spectrometry (GC/MS) is the only authorized confirmation method].

8. Confirmed Positive Test

A laboratory finding that a specimen was found to contain the presence of drugs based on two or more analytical procedures which includes CC/MS and when applicable, Alcohol Dehydrogenase (ADH).

9. Consortium

A "third party" administrator to provide expertise and reduced risk in the management of drug prevention programs as part of its effort to comply with this drug-free workplace policy.

10. Contractor

A Contractor, Subcontractor or vendor engaged to perform work on a ROCIP project.

11. Controlled Substance

A prescribed and dispensed psychoactive drug or narcotic. These Federally regulated drugs include opium and its derivatives, opiates, hallucinogens, depressants and stimulants.

12. Drug Paraphernalia

Items commonly used in the administration of illegal and/or prohibited drugs. Examples include but are not limited to roach clips, water pipes, bongs, hypodermic syringes, cocaine spoons and straws.

13. Employee

Any Contractor employee engaged to perform work on a ROCIP project is considered an employee. The ROCIP reserves the right to include within the employee definition all contract personnel including Subcontractors and anyone employed by a Subcontractor who performs work or has a presence on the project.

14. Illegal and/or Prohibited Drug Use

Any drug which is not legally obtainable; any drug which is legally obtainable but has not been legally obtained; any prescribed drug not legally obtained; any prescribed drug not being used for the prescribed purpose; any over-the-counter drug being used at a dosage level different than recommended by the manufacturer or being used for a purpose other than intended by the manufacturer; and any drug being used for a purpose not in accordance with bona fide medical therapy. Any drug or substance that is not approved for use and/or consumption by the Federal government.

15. Initial Test

Also known as a screening test, an immunoassay screen to eliminate "negative" urine specimens from further consideration.

16. Medical Review Officer (MRO)

A licensed physician responsible for receiving laboratory results generated by an employer's drug testing policy who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and other relevant biomedical information.

17. Negative Test Result

A procedure which concludes that a specimen was found not to contain the presence of drugs or adulterants.

18. Program Administrator

An individual within the ROCIP who is authorized to receive test results pertaining to ROCIP employees.

19. Safety-Sensitive Employee

Contractor designated employee(s) (including seasonal, temporary, part-time, and contracted) who perform safety-sensitive functions, or are in readiness to perform safety-sensitive functions, until the time they are relieved from all safety-sensitive performance responsibilities. (Safety-sensitive functions are individually defined and assigned by the Contractor or ROCIP).

20. Safety-Sensitive Function

The function that a safety-sensitive employee is required to perform in the course and scope of employment that may have a direct cause and effect relationship on: (1) public safety; (2) the health or safety of the employee, other project employees and its agents, (3) the protection of property and environment; or (4) a matter of national security.

21. Shipping Container

A container capable of being secured with a tamper proof seal that is used for transfer of one or more specimen bottle(s) and associated documentation from the collection site to the laboratory.

22. Shy Bladder

Inability to provide an adequate amount of urine.

23. Substance Abuse

Use of an illegal or prohibited drug (Federally controlled), combination of chemicals or substances or the misuse of alcohol or any prescription drug.

24. Substance Abuse Professional (SAP)

A licensed physician (Medical Doctor or Doctor of Osteopathy); or a licensed or certified psychologist, social worker, or employee assistance professional; or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

25. Testing

The analysis of urine, blood or other biological specimens of the human body. Drug testing, as used herein, specifically means the analysis of urine, blood or other biological specimens of the human body to detect the presence of any illegal and/or prohibited drug.

SECTION V. TYPES OF DRUG TESTS

- Pre-Employment
- Post-Accident
- Reasonable Suspicion
- Return-to-Duty
- Follow-Up

A. Pre-Employment

All applicants for initial employment, re-employment or temporary employment are required to test. Applicants will be notified at the time they complete a job application that they will be required to submit to a drug test if they are considered otherwise qualified for employment and that employment is contingent upon testing negative for substance abuse. Failure to obtain a verified negative drug test will be cause to remove the applicant from employment consideration for the duration of the project.

Any employee who fails to report the use of prescribed medication or over the counter medication that could impair the employee's ability to perform his/her job in a safe and productive manner or which may threaten the safety of others is in violation of this policy and subject to removal and barring from the project. An employee may be allowed to perform his or her job responsibilities if the ROCIP Safety Team determines that the employee's performance will not be specifically affected and/or the employee will not pose a threat to his or her safety or the safety of others. If the ROCIP Safety Team determines that the employee will be impaired or that a potential safety threat exists, it will, when possible, temporarily reassign the employee to a position or job where the potential for impairment will not adversely affect the employee's job performance or safety.

B. Post-Accident

As soon as possible, but no later than 4 hours after an accident, unless the employee is in a life threatening condition as determined by the primary treating physician, a test will be required of any employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident if there is reasonable suspicion and that substances influence the employee's performance. This will include any individual who is the cause of any accident resulting in damage to DIA or private property during work hours. Failure to submit to the test will be cause for removal from the project.

1. For purposes of this policy an accident is defined as an "incident" as follows:
 - a. Death or bodily harm to any person resulting in one or any combination of the following:
 - (1) Loss of consciousness
 - (2) Necessity for professional medical treatment.
 - (3) 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.
2. The ROCIP Contractor will provide employees with the necessary post-accident information, procedures and instructions.

3. The Contractor shall take all reasonable steps to ensure that the employee is available for post-accident testing. Employees who are subject to post-accident testing have the responsibility to make themselves available for such testing and this does not mean that necessary medical treatment for injured people should be delayed. Employees subject to post-accident testing are not to drink alcohol for up to eight hours after the accident or until post-accident testing is completed (whichever occurs first).

If an employee tests positive on a post-accident test, he/she will be subject to immediate disciplinary action.

C. Reasonable Suspicion

1. 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 the ROCIP Program Administrator. No employee is allowed to return to work until the Program Administrator is notified by the testing facility that his/her test was negative.
2. Reasonable suspicion is any activity or behavior that suggests to a co-worker, supervisor or manager that this policy has been violated. The decision to test must be based on specific, contemporaneous, articulable observations of the appearance, behavior, speech or body odor of the employee. It may also include, but is not limited to, abnormal coordination, behavior, significant deterioration in job performance, serious mood changes or physical altercation in the workplace.
3. If an employee tests positive on a reasonable suspicion drug test, he/she will be subject to immediate disciplinary action.

D. Return to Duty

1. 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.
2. Return to duty is defined as an employee previously tested and accepting employment for the DIA 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.

SECTION VI. TESTING OF SPECIMENS

- A. Urinalysis testing will be performed by a laboratory certified by the Department of Health and Human Services (DHHS) and will consist of an immunoassay screening test, and, if necessary a gas chromatography / mass spectrometry (GC/MS) confirmation test. The tests shall be paid by the owner (DIA) and full chain of custody shall be strictly adhered to with the specimen.

SECTION VII. SPECIMEN COLLECTION PROCEDURES

A. Designation of Collection Site

1. The drug testing program has a designated collection site which has personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory. An independent medical facility may also be utilized as a collection site provided all other applicable requirements of this policy are met.
 - a. A designated collection site may be any suitable location where a specimen can be collected under conditions set forth in this policy. A designated collection site will be a location having an enclosure where private urination can occur, a toilet for completion of urination, and a suitable clean surface for writing. The site shall also have all soaps removed, toilet water blued, hot water shut-off and a source of water for washing hands, which, if practicable, should be external to the enclosure where urination occurs.

B. Security

The purpose of this section is to prevent unauthorized access which could compromise the integrity of the collection process or the specimen.

1. Procedures will provide for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it will be secure at all times. If a facility cannot be dedicated solely for urine collections, a portion of the facility used for collections shall be secured during the collection process.
2. A facility normally used for other purposes, such as a public restroom or hospital examining room, may be secured by visual inspection to ensure access cannot be obtained by other persons and undetected access is not possible. Security during collection may be maintained by effective restriction of access to collection materials and specimens. In the case of a public restroom, the facility must be posted against access during the entire collection procedure to avoid embarrassment to the employee or distraction of the collection site person.
3. If it is impractical to maintain continuous physical security of a collection site from the time the specimen is presented until the sealed mailer is transferred for shipment, the following minimum procedures will apply:
 - a. The specimen will remain under the direct control of the collection site person from delivery to its being sealed in the mailer.
 - b. The mailer will be immediately mailed, maintained in secure storage, or remain under the personal control of the collection site person until mailed.

C. Chain of Custody

1. A chain of custody form shall be completed by the authorized collection site personnel on each specimen collected. Handling and transportation of urine specimens from one authorized individual or place to another shall be accomplished through the appropriate chain of custody procedures. Specimens and documentation shall be sealed in shipping containers that would indicate tampering during transit to the laboratory, if it were to exist.
2. Couriers, express carriers, and postal service personnel do not have access to the chain of custody forms. There is no requirement that such personnel document their handling on the chain of custody form or the shipping container during transit. Furthermore, there is no requirement that there be a chain of custody entry when a specimen (sealed in a shipping container) is put into or taken out of secure storage at the collection site prior to pick-up by such personnel.
3. This procedure is intended to represent confirmation that the chain of custody has not been broken and a test shall not be cancelled. Couriers, express carriers, postal service personnel or similar persons involved solely with the transportation of a specimen to a laboratory have not documented their participation in the chain of custody documentation or because the chain of custody does not contain entries related to putting the specimen into or removing it from secured temporary storage at the collection site. Every effort will be made to minimize the number of persons handling specimens.

D. Access to Authorized Personnel Only

1. Unauthorized personnel will not be permitted in any area of the designated collection site where urine specimens are collected or stored. Only authorized personnel may handle specimens prior to their securement in the mailing container or monitor or observe specimen collection.
2. In order to promote security of specimens, avoid distraction of collection site personnel and ensure against any confusion in the identification of specimens, collection site personnel will have only one donor under his/her supervision at any time. For this purpose, a collection procedure is complete when the urine bottle has been sealed and initialed, the drug testing chain of custody form has been executed, and the employee has departed the site (or, in the case of an employee who was unable to provide a complete specimen, has entered a waiting area).

E. Privacy

1. Procedures for collecting urine specimens will allow donor privacy unless there is a reason to believe that a particular donor may alter or substitute the specimen to be provided, as further described in this section.
2. The following circumstances are the exclusive grounds constituting a reason to believe that the donor may alter or substitute the specimen:

- a. The donor has presented a urine specimen that falls outside the normal temperature range (90°F - 100°F), and
 - 1) The donor declines to provide a measurement of body temperature (taken by a means other than use of a rectal thermometer); or
 - 2) Body temperature varies by more than 1.8°F from the temperature of the specimen;
- b. The last urine specimen provided by the donor; i.e., on a previous occasion, was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below 2g/L.
 - 1) A higher-level supervisor of the collection site person, or a designated employer or ROCIP representative, will review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person.

F. Collection Agency Guidelines

The collection agency has policies and procedures mandated by the federal government which shall be followed. NOTE; any question about policy and procedures will be answered by collection agency.

SECTION VIII. RETENTION OF SAMPLES AND RETESTING

- A. Samples that yield positive results on confirmation will be retained by the laboratory in accordance to their regulated agencies. The following designated individuals may request in writing that the laboratory retain the sample for an additional time period beyond what is required by regulation:
 - 1. The employee or his/her representative
 - 2. ROCIP Program Administrator
 - 3. A state agency
- B. If, within the regulated period, the laboratory has not received a written request to retain the sample for a specified further reasonable period of time, then the sample will be discarded following the end of the period.
- C. If the MRO determines there is no legitimate explanation for a confirmed positive test result other than the unauthorized use of a prohibited drug, the employee may submit a written request for the original sample to be re-analyzed within 72 hours of receipt of the final test result. The employee or employee's agent may specify retesting by a second laboratory certified by the Department of Health and Human Services. The ROCIP will require the employee to pay in advance for the cost of shipment (if any), re-analysis of the sample and MRO Services. The employee will be reimbursed for such expense if the re-analysis is negative.

- D. The original laboratory will follow approved chain of custody procedures in transferring a portion of the sample to the second laboratory if the employee specifics re- analysis.
- E. Since some analytes may deteriorate during storage, levels of the drug detected during re-testing may fall below the detection limits established in this drug-free workplace policy. When analytes are detected, they will, as technically appropriate, be reported and considered corroborative of the original positive results.

SECTION IX. TRAINING AND EDUCATION

In an effort to deter substance abuse, the Contractor/Subcontractor will provide supervisor training and employee education for the employees on the project.

A. Supervisor Training

The Contractor/Subcontractor may contract with a third party to provide supervisory training. Training includes the necessary enforcement of the ROCIP's policy to ensure compliance. Supervisor training is mandatory and will consist of a minimum of 120 minutes per annum covering the specific contemporaneous physical, behavioral, and performance indicators of probable drug abuse.

B. Employee Education

Drug-Free Awareness education may include the display and distribution of, but not limited to:

1. Informational material
2. Telephone number for the employee assistance program.
3. Notice of the ROCIP's policy regarding the use of prohibited drugs

SECTION X. RECORDKEEPING

- A. The Program Administrator will maintain and review records as required by this drug-free workplace policy.
- B. The Program Administrator will maintain and store the following:
 1. Records required to be kept for three years:
 - a. Confirmation that supervisors have been trained and educated.
 2. Records required to be kept for five years:
 - a. Employee drug test results showing employees who failed a drug test.
 - b. The type of test failed (e.g. pre-employment, post-accident, etc.).
 - c. Records that demonstrate rehabilitation, where applicable.
 - d. Records named in this paragraph will include the prohibited drugs which were used by employees who failed a drug test.

SECTION XI. CONFIDENTIALITY

The ROCIP will carefully consider the expectations of individual privacy and confidentiality in retaining records under this policy. With the exception of the testing laboratory and the ROCIP Program 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.

The ROCIP will require each employee to sign a consent form that authorizes that the drug test results may be released to the employee or the employee representative on a "need to know" basis only.

To maintain confidentiality, written records regarding testing and rehabilitation under this policy will be stored in a locked file or secured location. These records will not be made part of individual personnel files.

SECTION XII. CONCLUSION

A. Employee Compliance.

Employee compliance with this policy is a condition of employment. Employees are expected to comply fully and promptly with instructions issued under the authority of this program. Failure to do so may result in disciplinary action.

B. Conditions of This Policy.

All conditions of this policy apply to employees, Contractors, Subcontractors, and vendors or third parties on the ROCIP project.

5.2 *JOB HAZARD ANALYSIS (JHA)*

- A. A job hazard analysis is a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. After identifying uncontrolled hazards, the Contractor/Subcontractor will take steps to eliminate or reduce them to an acceptable risk level. This is likely to result in fewer worker injuries and illnesses; safer, more effective work methods; reduced workers' compensation costs; and increased worker productivity. The analysis also can be a valuable tool for training new employees in the steps required to perform their jobs safely. A job hazard analysis can be conducted on many jobs on this project. Priority should go to the following types of jobs:
- 1) Jobs with the highest injury or illness rates;
 - 2) Jobs with the potential to cause severe or disabling injuries or illness, even if there is no history of previous accidents;

- 3) Jobs in which one simple human error could lead to a severe accident or injury;
 - 4) Jobs that are new to your operation or have undergone changes in processes and procedures; and
 - 5) Jobs complex enough to require written instructions.
- B. The Contractor's or Subcontractor's safety representative is required, when appropriate, to complete a JHA for non-routine and high risk tasks as described above and when directed by the ROCIP Safety Team and review the findings with field supervisors/foremen. The JHA will be used by the field supervisor/foreman to participate in discussions regarding high risk and non-routine tasks with employees during daily pre-task planning. See Appendix B for JHA form and example.

5.3 DAILY PRE-TASK PLANNING

- A. Daily pre-task planning enables Contractor field supervisors/foreman and employees to participate in a discussion regarding the day's activities, associated risks, and the relevant control measures. Contractor and Subcontractor's foreman or assigned competent person shall complete a daily pre-task plan, review it with all workers who will in turn sign the plan acknowledging the work and associated hazards to be performed. The plan shall be kept with the foreman during the shift; and retained on file for a minimum of 90 days. The plan shall be made available upon request by the ROCIP Safety Team.

5.4 RISK MITIGATION TWO WEEK LOOK AHEAD

- A. Contractors and Subcontractors shall submit a bi-weekly summary of work tasks, associated hazards and control measures to the Project Manager and ROCIP Safety Team. Contractor and Subcontractor representatives who attend these progress meetings discuss risks of upcoming tasks and the planned mitigation measures. The weekly summary shall be discussed in the job progress meeting giving special attention to mobilization, demobilization, and coordination efforts between crafts, audits, inspections, competent person changes, JHA development, training, liability, comments and recommendations. Contractors will add activities to these summaries at least two weeks in advance of the work. See Appendix D for Sample Risk Mitigation Two Week Look Ahead Form.

5.5 STRETCH AND FLEX PROGRAM

- A. The Contractor will implement a stretch and flex program acceptable to the ROCIP Safety Team that is conducted prior to the start of each shift and after the lunch break where all employees will participate, to include Subcontractors.

5.6 SUBCONTRACTOR PRE-MOBILIZATION MEETING

- A. The Contractor will conduct a Subcontractor pre-mobilization safety meeting at the worksite on or before the first day of mobilization. The Contractor's project manager,

safety representative, supervisors and Subcontractor's safety representative, competent persons shall attend this meeting.

- B. The purpose of this meeting is to review the Subcontractor's pre-project hazard analysis, discuss site safety issues, requirements and address any special concerns. The Contractor shall present their approach to managing safety on high risk tasks. The sample site safety and health requirement checklist in Appendix E identifying procedures and hazards can be used to discuss and document this meeting. All attendees shall acknowledge understanding by their signature to the Contractor's checklist.

5.7 MOTOR VEHICLES & EQUIPMENT

5.7.1 PERSONAL VEHICLES

- A. Must be parked in designated areas that are free of construction activities.
- 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. Routes approved for personal vehicles will be limited and appropriately marked.
- D. See Division 1 – Section 01016 for vehicle permitting requirements.

5.7.2 JOBSITE VEHICLES & EQUIPMENT

- A. All equipment shall be inspected daily before use by the Contractor's operator. All moving construction equipment (such as but not limited to forklifts, scissor/boom lifts, loaders) shall have a daily written checklist inspection displayed on the equipment 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 carried. All passengers shall be properly seated with seat-belt used. Standing/kneeling on the back of moving vehicles is prohibited.
- E. Drivers of motor vehicles shall have a valid state driver's license (CDL-Commercial Drivers License when applicable) and be instructed to exercise good judgment as well as observe posted speed limits.
- F. Drivers must drive 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, 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.
 - 1) Communication devices in vehicles for constant use for access control, communication with Air-Traffic Controllers 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 project site and haul roads acceptable to the ROCIP Safety Team will be posted by the Contractor. Violations to the posted speed limit, traffic control devices and 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 a distance of 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. Motor vehicle operation on the Air-side of the Denver International Airport must complete and pass the training and orientation required by DIA in accordance with FAA, TSA, DHS and any other agency requirements for operations of vehicles. See Division 1 – Section 01110 for additional requirements.
- Q. 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.
- R. Motorcycles and bicycles are not permitted on the project site.
- S. For additional requirements, see Division 1 of the Contract Documents – Section 01016.

5.8 CRANE OPERATIONS

5.8.1 CRANE OPERATORS

- A. Crane operators must be certified to operate the type of crane assigned by an accredited third party testing facility. Crane operator certification must be submitted to the 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:
 - 1) A certificate from the National Commission of Certification of Crane Operators (NCCCO).
 - 2) Qualification from the employer through an accredited NCCCO testing organization.

- B. The crane operator shall not be responsible for hazards or conditions that are not under his 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.

5.8.2 CRITICAL LIFT PLANS

- A. The Critical Lift Plan in Appendix F is required to be completed, approved in writing by the Contractor and submitted for review by the ROCIP Safety Team 7 working days prior to critical lifts taking place if:
 - 1) The gross load exceeds 75% of the crane's total lifting capacity
 - 2) The gross load at any point during the lift exceeds 75% of the crane's lifting capacity.
 - 3) The lift requires more than two cranes. Never to exceed 75% of each crane's lifting capacity in multi-crane lifts.
 - 4) The load will be swung over unprotected plant, equipment or service.
 - 5) The lift is performed in proximity of live electrical lines
 - 6) Hoisting of personnel.

5.8.3 SHARED SPACE AGREEMENT

- A. 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 ROCIP Safety Team. See Appendix G for sample Shared Space Agreement.

5.8.4 THIRD PARTY INSPECTION

- A. A third party inspector must oversee the erection and jacking of all tower cranes.
- B. Cranes assembled onsite must be inspected and certified by a third party inspector.
- C. Inspection documentation must be provided to the ROCIP Safety Team after crane assembly/prior to operation.

5.8.5 CRANE ASSEMBLY/DISASSEMBLY

- A. 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."
- B. The A/D director must understand the applicable procedures.
- C. The A/D director must review the procedures immediately prior to beginning work unless he or she understands the procedures and has used them before for that equipment type and configuration.

- D. The A/D director must ensure that each member of the crew understands his or her tasks, the hazards of the tasks, and any hazardous positions or locations to avoid and be documented on the Pre-Task Planning sheet.
 - 1) 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.

5.8.6 QUALIFIED RIGGERS

- A. 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.
 - 1) Contractors using riggers shall make available upon request, proof of documentation supporting the expertise of their qualified rigger.

5.8.7 QUALIFIED SIGNAL PERSON REQUIREMENTS

- A. A signal person is required when:
 - 1) The point of operation is not in full view of the operator.
 - 2) The operator's view is obstructed in the direction the equipment is traveling.
 - 3) Either the operator or the person handling the load determines that a signal person is needed because of site-specific safety concerns.
 - 4) Contractor must use one of the following options to ensure that a signal person is qualified:
 - i. Third party qualified evaluator. The signal person has documentation from a third party qualified evaluator showing that he or she meets the qualification requirements.
 - ii. Employer's qualified evaluator (not a third party). The employer's qualified evaluator 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.
- B. Employers must make the documentation of the signal person's qualifications available at the worksite in paper form for review by the 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

5.8.8 OUTRIGGERS AND STABILIZERS

- A. When outriggers or stabilizers are used or are necessary in light of the load to be handled and the operating radius:
 - 1) Prior to crane operations, 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.
 - 2) Outriggers and stabilizers must be fully extended or, if permitted by manufacturer procedures, deployed as specified in the load chart.
 - 3) Outriggers must be set to remove equipment weight from the wheels.
 - 4) Outrigger floats, if used, must be attached to the outriggers; stabilizer floats, if used, must be attached to the stabilizers.
 - 5) Each outrigger or stabilizer must be visible to the operator or to a signal person during extension and setting.
 - 6) 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.
 - 7) Horizontal distance for crane setup from an excavation must be greater than the hole depth.

5.8.9 WORK PLATFORMS SUSPENDED FROM CRANES

- A. 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.
 - 1) Prior to use of a suspended personnel work platform, the Contractor shall submit a written request to the ROCIP Safety Team identifying the rationale for selecting a suspended personnel work platform and explanation why conventional methods would be more hazardous.
- B. The Contractor's safety representative or designee must give the ROCIP Safety Team a 7 day notice prior to any operation requiring the use of personnel platforms suspended from a crane.
- C. 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:
 - 1) Be initiated by the supervisor of the employee who will be working from the platform
 - 2) Describe the work to be performed and its exact location

- 3) List all required inspections, certifications, tests, and pre-lift meetings
- 4) Be signed by the crane operator, rigger, and initiating supervisor
- 5) Note the name of the person who will flag or signal the crane operator
- 6) Remain with the crane while the personnel hoist is in progress
- 7) Section 4 (Weight Calculation Sheet) of the Suspended Personnel Work Platform Checklist must be submitted to the ROCIP Safety Team for review 7 days in advance of scheduled work.

5.9 ELEVATED WORK - FALL PROTECTION

- A. Contractors and Subcontractors of any tier shall provide the appropriate fall protection system against falls from elevations six (6) feet or more 100% of the time. This includes holes from drilled shafts when working within six (6) feet of the hole; and when working from elevated positions within six (6) feet of the leading edge. All fall protection equipment must be inspected by employees before each use. This equipment shall also be inspected by a qualified person at least monthly. Damaged and worn equipment must be removed from service and the project site immediately.

5.9.1 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, connectors, a full body harness and may include a lanyard, deceleration device, lifeline, or a combination of these.
- 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.
- 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.
- 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.

5.9.2 SAFETY HARNESS

- A. The only permissible fall arrest system on this project is an ANSI approved full body harness, subsystem and components.
- B. Safety harnesses must be secured to an overhead object of substantial capacity capable of supporting five thousand pounds (e.g. pipe, structure, cable, or rope lifeline). In order to accomplish this and ensure 100% protection, the employee may need to use two lanyards. The primary lanyard is never unhooked until the secondary lanyard is secure.

- C. The use of body belts is prohibited.

5.9.3 LANYARDS AND LIFELINES

- A. Lanyard and lifeline selection is 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, etc., either protect the components or use a more appropriate type of securing system.
- B. 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.
- C. 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.
- D. Lanyards and lifelines must only use locking snap hooks.
- E. Under no circumstances must two lanyard snap hooks be connected together.
- F. Horizontal lifelines (HLL) shall be designed by a registered professional engineer, installed and maintained by a qualified person.
 - 1) Horizontal Lifeline Fall Distance. The primary factor that is critical to the design of HLL system is calculating the dynamic deflection of the lifeline. 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 fall distance. The sum of these factors shall not be so great that the worker can contact an obstruction or lower level. The designer or manufacturer of a HLL system shall provide a method of calculating minimum clearances for temporary systems that can be installed in multiple configurations.
 - 2) Horizontal Lifeline Designed Load Factor. When HLL's are used, the Contractor shall have available upon request the appropriate engineered calculations for the system based on the number of workers attached to the HLL. The load requirement for HLL's 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, the maximum arresting force on a worker's lanyard may be greater than 1,800 pounds depending on the HLL's geometry, angle for sag, the lines elasticity and the dynamic deflection to the end loads at the anchorage points or stanchions.
- G. Anchor points, other than those installed by equipment manufacturers, must be inspected and approved by a qualified person.

5.9.4 WRITTEN FALL PROTECTION PLAN

- A. Preparing and following a written, site specific fall protection plan is required for employees working at heights over 6ft. The plan must be submitted to the ROCIP Safety

Team 10 working days in advance of upcoming work for review. Changes to the plan must be discussed with the ROCIP Safety Team. At a minimum, the plan will include:

- 1) Names of competent and qualified persons for fall protection.
 - 2) Identify the specific fall hazards in the work area (including location of fall hazards).
 - 3) Methods to be used for fall arrest or fall restraint.
 - 4) Overhead hazard protection measures (worker and public)
 - 5) Description of rescue methods/options for fallen personnel
 - 6) Identify how the plan will be enforced and the disciplinary actions for non-conformance.
- B. An informal meeting will be held between the ROCIP Safety Team and the Contractor to discuss the details of site specific fall protection plan prior to commencement of work activity.

5.9.5 TRAINING

- A. 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 qualified in the following areas:
- 1) The nature of fall hazards in the work area;
 - 2) The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
 - 3) 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;
 - 4) The limitations on the use of mechanical equipment during the performance of roofing work on low sloped roofs;
 - 5) The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection;
 - 6) The role of employees in fall protection plans;
 - 7) The requirements contained in 29 CFR 1926 Subpart M.
- B. Contractor must maintain a written certification record for employee training on site at all times for review. The record must contain the following information:
- 1) The name or other identity of the employee trained
 - 2) The date(s) of the training;
 - 3) Topics reviewed; and
 - 4) Trainer and trainee signatures

5.10 FLOOR AND ROOF OPENINGS

- A. Floor and roof hole covers shall be installed and maintained by the Contractor creating the hole or the end user. 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 of adequate strength to support potential loads, secured against displacement or lifting and labeled as a “hole” or “cover”.

5.11 *LADDERS*

- A. 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.
- B. This policy is intended to notify workers of the basic safety requirements associated with portable ladder use.

5.11.1 *FALL PROTECTION*

- A. All personnel using fall protection must be properly trained.
- B. If a job being performed on a ladder is rendered more hazardous by the use of personal fall protection, then the employee must:
 - 1) Ascend/descend the ladder, maintaining at least three points of contact with the ladder at all times.
 - 2) Maintain his/her center of gravity between the rails while performing work on the ladder.
 - 3) Always face the ladder while working or ascending and descending

5.11.2 *GENERAL REQUIREMENTS*

- A. Only fiberglass and wood ladders are allowed on site. Metal ladders (other than fixed building ladders) are prohibited on the DIA Project.
- B. Use a ladder for its intended purpose ONLY.
- C. Inspect ladder prior to use.
- D. Tag and dispose of defective ladders immediately.
- E. Identify every ladder with company name.

5.11.3 *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.
- F. Folding step ladders shall ONLY be used in the fully open position, with spreaders locked.

5.11.4 STORAGE

- A. Ladders are to be stored in a secure manner that will not allow them to fall.
- B. Storage methods:
 - 1) Chained together upright
 - 2) Laid down flat stacked in a manner so they cannot tip/fall. Maximum of 4 stacked on top. (Head to toe)
 - 3) On supported wall racks designated for ladder storage
- C. When shift work is complete, the ladders will be returned to a designated storage area.

5.11.5 JOB BUILT LADDERS.

- A. Job built ladders shall comply with ANSI A14.4 – Safety Requirements for Job Made Ladders

5.12 SCAFFOLDING

- A. All scaffolds and platforms must meet the following requirements:
 - 1) General Requirements
 - i. 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.
 - ii. 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.
 - iii. Scaffolds six (6) feet or more above the ground or floor are to be completely decked and have handrails, midrails and toeboards 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.
 - iv. Chain guardrails on scaffolding are not permitted.
 - v. Overhead protection for employees on a scaffold is required if they are exposed to overhead hazards.

- vi. Barricade the area beneath the scaffold and post “working overhead” signs in all approach directions.
- vii. Contact the ROCIP Safety Team if any special scaffolding issues arise.
- 2) Rolling Scaffolds
 - i. No one is to ride on a rolling scaffold while it is being moved.
 - ii. All materials and tools must be secured prior to moving a rolling scaffold.
 - iii. No rolling scaffolds will be utilized to support other scaffolds.
- 3) Scaffold Planking
 - i. Paint or stamp scaffold planks within 12” on each end or edge to denote use for scaffold decking only.
 - ii. Use only 2” X 10” or 2” X 12” scaffold grade material for scaffold planking.
- 4) 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:
 - i. The crew that erects the scaffold must complete and attach the appropriate scaffold tag.
 - ii. The scaffold tag must be placed at eye level on or near the access ladder so it is easy to locate and plainly visible.
 - iii. 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.
 - iv. An untagged scaffold must not be used.
 - v. 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.
- 5) Tagging System procedure:
 - i. 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.
 - ii. 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.
 - iii. A red tag means the scaffold is being dismantled not yet completely erected or for some reason not safe and shall not be used.

5.12.1 SCISSOR LIFTS

- A. Fall protection is not required when working from the platform of a scissor lift unless required by the manufacturer. Required is when the word “shall” or “must” is incorporated in the manufacture’s operators manual and/or instructions.
 - 1) The scissor lift shall not be used as a means of transfer material from the lift to another location.
 - 2) Employees shall always stand firmly on the floor of the scissor lift, and shall not sit or climb on the edge of the rails or use planks, ladders, or other devices for a work position.

5.13 AERIAL WORK PLATFORMS

5.13.1 BOOM LIFTS

- A. Fall protection shall be worn by persons working from an aerial lift 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 operators manual for approved tie-off locations.
 - 1) 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.
 - 2) 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 for a work position.

5.14 EXCAVATIONS AND TRENCHING

- A. 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.
 - 1) Contractors shall never enter an unprotected trench. Trenches 4 feet deep or greater require a protective system.
 - i. All soils will be classified as Type C soil when designing protective systems.
 - 2) 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.
 - 3) 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.
 - 4) 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 (eg., spoil, other materials to be used in the trench) and other operations in the vicinity.
 - 5) Trenches must be inspected daily and as conditions change by a competent person prior to worker entry to ensure elimination of excavation hazards.
 - 6) 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.
 - 7) Heavy equipment shall be kept a safe distance away from trench edges.
 - 8) Surcharge loads must be kept at least 2 feet from trench edges.
 - 9) Testing shall be performed for low oxygen, hazardous fumes and toxic gases.

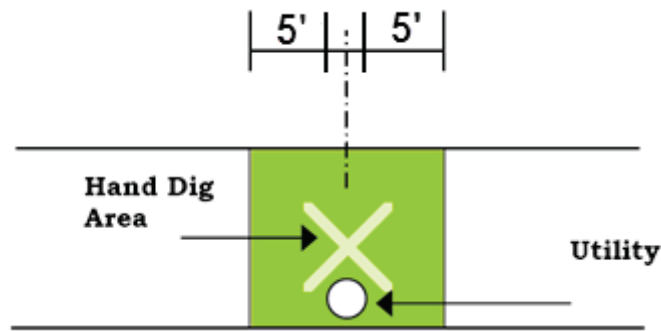
- 10) Competent person shall inspect trenches at the start of each shift and as necessary throughout the shift as conditions change.
- 11) Contractors are not permitted to work under raised loads.
- 12) Prior to beginning any excavation, digging, trenching or drilling operation, Contractors or Subcontractors, of any tier, must ensure that all underground utilities have been located and verified by the responsible parties.

5.14.1 UNDERGROUND UTILITY DAMAGE PREVENTION WORK PLAN

- A. Underground Utility Damage Prevention. The Contractor is responsible for complying with all OSHA regulations and Division 1 – Section 01020 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 ROCIP Safety Team.
 - 1) Preparation
 - i. 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 airport, FAA, public, and/or private utilities are established prior to work in the area.
 - ii. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 - iii. 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.
 - iv. 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.
 - 2) Pre-excavation Requirements for Underground Utility Installations
 - i. Prior to any excavation, the Contractor shall layout in the field the centerline of all proposed utilities. In addition the Contractor shall white line (by white spray paint or other means acceptable to ROCIP Safety Team) the limits of construction including the area(s) to be excavated. The Contractor shall also identify the proposed placement of grounding rods and cathodic protection.
 - ii. 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 Airport officials, FAA technicians, other 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 five (5) 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.
- iii. After completion of the utility designation described above, the Contractor shall hire a professional Subsurface Utility Engineering (SUE) or utility designation/locating company, acceptable to the ROCIP Safety Team, to designate and sweep the entire excavation area, including five (5) feet to either side of proposed utilities, to confirm the locations of the marked utilities and identify and mark any additional unidentified utilities that may be within the limits of excavation.
 - iv. The Contractor shall notify the ROCIP Safety Team of the preferred date and time for a pre-work meeting for all excavation work. The Contractor will coordinate the pre-work meeting with utility owners, local Airport Authority, FAA, and others as applicable to walk the excavation area and review applicable documentation. The Contractor shall arrange to have its excavator and SUE (or designation firm) at the pre-work meeting. The Contractor shall provide a written excavation work plan acceptable to the ROCIP Safety Team that includes a contingency plan to restore to service all utilities including cables that may be placed out of service or damaged during performance of the work. The work plan at a minimum shall include:
 - a. A list of qualified Subcontractors such as plumber, electrician, fiber optical cable splicer, and others as applicable for emergency repair purposes. Due to current FAA/TSA/Airport security requirements, the Contractor shall ensure that these Subcontractors have passed any airport security and registration requirement so they can be presented immediately at the job site when emergency repair is warranted.
 - b. The Contractor shall coordinate with the ROCIP Safety Team to request an Emergency Procedures Plan from the Airport Authority or facility manager. This plan will outline special procedures during emergencies, disasters, accidents and injuries. The Contractor is to review the Emergency Procedures Plan with all its personnel prior to construction and every quarter thereafter.
 - c. The Contractor shall investigate and provide a list of sketches/drawings to all disconnects to electrical circuits, jet fuel lines, natural gas, and main water sources that feed the services in the project area and its vicinity. All disconnects and shut-off valves shall be noted with special notation and procedures if required by the utility owners/operators.
 - d. Name of the SUE or utility designation firm including training and experience of the technician who will be performing the utility designation as well as equipment that will be used for sweeping the area to be excavated.
 - e. Name of the excavator including training and experience of the equipment operator who will be doing the work.

- v. 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 ROCIP Safety Team (“potholing”) or by hand digging. When a cable is located, the Contractor shall hand-excavate a trench (5) feet each side of the exposed utility to verify that another cable is not adjacent to the exposed utility.



- vi. Life threatening utilities such as gas and electrical services will be exposed through the entire length of the excavation by non-destructive methods.
 - a. 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.
 - b. 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.
 - c. Fiber-optic lines will be potholed every 25 feet within the work area.
 - d. Telephone/Cable lines will be potholed every 50 feet within the work area.
 - vii. 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 ROCIP Safety Team with written reports on any utility damage
 - viii. 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.
 - ix. 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.
 - x. 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.
- 3) Excavation
- i. Preserve, protect and maintain existing operable drains, sewers, and electrical ducts during grading, excavating and backfilling operations.

- ii. 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.
- iii. 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:
 - a. 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 ROCIP Safety Team if utility warning tapes, sand, or bedding material is uncovered at any time during excavation.
 - b. 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.
 - c. If the Contractor discovers damage, causes damage, or even contacts an existing underground utility, the owner/operator of that utility, and ROCIP Safety Team shall be notified immediately.
 - d. 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.
- iv. The Contractor shall coordinate on a daily basis 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.

5.15 HAZARDOUS CHEMICALS

5.15.1 HAZARDOUS MATERIALS AND HAZARDOUS WASTE

- A. 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 Material Safety Data Sheets (MSDS) for all employees.
- B. An EPA ID number will need to be obtained for the hazardous wastes produced by the Contractors and/or Subcontractors.
- C. 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 sent to the ROCIP Safety Team.
- D. All hazardous materials must be properly labeled and stored until removed from the project (by a licensed hazardous waste hauler).
- E. Hazardous materials or hazardous wastes stored in 30 or 55 gallon drums are to be placed on spill containment pads.

- F. Report all accidental releases of a hazardous material or hazardous waste promptly to 303-342-4211 . If the release is of a reportable quantity, the responsible Contractor or Subcontractor, of any tier, will notify the appropriate regulatory agency.
- G. Proper clean-up of accidental releases 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. The ROCIP Safety Team must be given a copy of the hauler's manifest.
- H. Depending on the hazardous materials spilled, ROCIP Safety Team may require the responsible Contractor or Subcontractor to hire a certified laboratory to take an appropriate number of soil samples to test at their laboratory. A copy of the results is to be given to the ROCIP Safety Team.
- I. Contractors or Subcontractors, of any tier, must inspect their hazardous material and waste storage areas at least weekly to ensure they are properly maintained.
- J. The ROCIP Safety Team will 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.
- K. Consideration shall be given to chemical compatibility prior to storage of chemicals.

5.15.2 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. As part of the written HAZCOM program, a hazardous chemical list must be maintained. The ROCIP Safety Team or another Contractor may request copies of the most current MSDS on a chemicals being used by other Contractors/Subcontractors.

5.16 CONFINED SPACE ENTRY

- A. 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 Contractor or Subcontractor performing confined space entry shall submit an exposure-specific Confined Space Entry Procedure in writing as part of their SSSP and include at a minimum, the following elements.

5.16.1 IDENTIFYING OF CONFINED SPACES

- A. During the pre-project hazard analysis or JHA development the Contractor shall identify confined spaces. The characteristics of a confined space are:
 - 1) A space that is large enough and so configured that an employee can enter and perform assigned work, and
 - 2) A space that by design that has limited openings for entry and exit; and
 - 3) A space not designed for continuous employee occupancy.

5.16.2 PERMIT REQUIRED/ NON-PERMIT REQUIRED CONFINED SPACE

- A. The Contractor is required to evaluate the worksite to determine if there are any potential or actual hazards in any confined spaces. Based on the hazards present, each space will be categorized as a permit required or a non-permit required confined space.
- B. A permit required confined space has one or more of the following characteristics:
 - 1) A potential to contain a hazardous atmosphere;
 - 2) Material that can cause the engulfment of an employee;
 - 3) 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; or
 - 4) Contains any other recognized serious health or safety hazard.
- C. A non-permit required confined space is a confined space that does not contain any hazard capable of causing death or serious physical harm, and has no atmospheric hazard, nor the potential for any atmospheric hazard. These conditions must be verified by the Contractor.
- D. If there are permit required spaces on the jobsite, the Contractor must inform exposed employees of the existence and location of these spaces and prevent unauthorized entry into these spaces. Permit confined spaces must be posted with signs stating Danger: Permit Confined Space. Do Not Enter.

5.16.3 PERMIT REQUIRED CONFINED SPACE ENTRY PROGRAM

- A. If the Contractor determines that its employees will enter permit-required confined spaces, a written confined space entry program must be submitted for review. In this program, the Contractor must describe how they will comply with the requirements of the standard. The written program must include the following:
 - 1) How the employer will implement the measures necessary to prevent unauthorized entry;
 - 2) Identification and evaluation of the hazards of permit spaces before employees enter them;
 - 3) Equipment needed to perform a safe entry operation;
 - 4) Procedures for atmospheric testing of the space;
 - 5) Provision of at least one attendant outside the space;
 - 6) Provision for responding to emergencies;
 - i. Description of rescue equipment to be used
 - 7) Designation of all persons with active roles (e.g. entrants, attendants, persons who test and monitor) and provision of required training;
 - 8) Procedures for summoning rescue and emergency services;
 - 9) System for the preparation, issuance, use and cancellation of entry permits;
 - 10) The system developed and implemented for the closing off the permit space and cancellation of entry permits; and

- 11) Procedures to coordinate operation where more than one Contractor (such as a Subcontractor) is involved;
- 12) Procedure for evaluation and correction of entry operations when the Contractor has reason to believe that the program is not sufficiently protective; and
- 13) The mechanism by which the confined space permit entry program is reviewed.

5.16.4 ENTERING A PERMIT-REQUIRED CONFINED SPACE

- A. 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.

5.16.4.1 ENTRY PERMIT

- A. An entry permit must be filled out before an employee enters a confined space (and posted at or near the confined space.) The permit shall contain the following types of specific information concerning:
 - 1) Identification of space;
 - 2) Purpose of entry;
 - 3) Date and duration of permit;
 - 4) List of authorized entrants;
 - 5) Names of current attendants and entry supervisor;
 - 6) The hazards of the permit space to be entered;
 - 7) The measures used to isolate the permit space and eliminate or control hazards;
 - 8) The acceptable entry conditions;
 - 9) The results of atmospheric monitoring;
 - 10) Rescue and emergency services that can be summoned and the means for summoning those services;
 - 11) The communication methods used by entrants and attendants to maintain contact;
 - 12) Any other safety information necessary for the specific space;
 - 13) Any additional permits, such as for "hot work" (welding).
- B. 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.

5.16.4.2 MONITORING

- A. 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.
- B. 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.
- C. 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.

5.16.4.3 VENTILATION

- A. 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.
- B. 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.
- C. 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.

5.16.4.4 PROTECTIVE EQUIPMENT

- A. 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.
- B. In some situations, a respirator will also be needed. A respirator will allow the employee to breathe without inhaling toxic gases or particles.
- C. 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.
- D. 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.

- E. 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.

5.16.4.5 RESCUE

- A. 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.
- B. 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.
 - 1) In-house Rescue: The Contractor's rescuers must have extensive training. No employee -- even an attendant -- is authorized to enter a space to rescue an entrant unless he or she has had extensive training in personal protective and rescue equipment. This includes actual practice in making simulated rescues and CPR. **NOTE:** Even a trained attendant may not enter a space to make a rescue -- even if he or she is trained -- until another attendant has arrived.
 - 2) 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. **NOTE:** If the Contractor is expecting to use an outside agency to perform rescue (such as the fire department) 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.

5.16.5 TRAINING

- A. 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.
- B. Training should 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.

5.16.6 ALTERNATE ENTRY PROCEDURES FOR PERMIT REQUIRED CONFINED SPACES

- A. Where the Contractor can prove that the only hazard present in a confined space is an actual or potential atmospheric hazard that can be controlled through ventilation alone, the Contractor can use alternate entry procedures. This means that a permit is not required before entry, rescue arrangements do not have to be made and no attendant is required.
- B. It is extremely important that any Contractor who attempts to use alternate entry procedures follow the requirements listed below.
- C. The Contractor must do the following to use alternate entry procedures:
 - 1) Demonstrate that the only hazard posed by the space is an actual or potential hazardous atmosphere. This means that any hazards involving high noise levels, lockout-tagout, drowning, high heat or cold, slips, trips or falls, or any other hazard must be eliminated.
 - 2) Demonstrate that continuous forced air ventilation alone is sufficient for safe entry.
 - 3) Develop monitoring and inspection data to support bulleted item one and two above. If initial entry into the space is necessary to collect such data, the entrant must follow the complete permit program.
 - 4) Make available to each employee who enters the space the data collected to prove that the space qualifies for alternate entry procedures.
- D. The following requirements must be met before entry:
 - 1) The internal atmosphere must be tested for oxygen content, flammable gases and vapors and potential toxic air contaminants to assure that there is NO hazardous atmosphere in the space.
 - 2) Continuous forced air ventilation must be used in the area where the employee will be present in order to control any hazardous atmosphere.
 - 3) The air within the space must be periodically tested to assure that ventilation is preventing the accumulation of a hazardous atmosphere. The entrant must immediately leave the area if a hazardous atmosphere is detected. NOTE: Although OSHA only requires periodic monitoring in this case, employees working alone -- especially in sewers or other areas that are parts of a continuous system -- shall be constantly monitored using personal atmospheric monitoring equipment that sounds an audible alarm when dangerous conditions occur.
 - 4) The employer must provide written certification to the ROCIP Safety Team that the above measures have been taken.

5.17 PERSONAL PROTECTIVE EQUIPMENT

- A. 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.
- B. All personnel on the construction site must adhere to the following policies:

5.17.1 EYE PROTECTION

- A. ANSI Z87.1 safety glasses with side shields shall be worn at all times 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.

5.17.2 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 hard hats that are issued to their employees.

5.17.3 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.
- C. Once an area is posted, notify ROCIP Safety Team.

5.17.4 FOOT PROTECTION

- A. All trades must wear shoes or boots with substantial soles (no leather soles) and include uppers that extend above the ankle shall be worn at all times. Any work tasks requiring special foot wear requires a PPE hazard assessment to be completed.
- 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. Metatarsal covers are required for operating jackhammers, earth compacting equipment (jumping jacks), and other similar activities when designated.

5.17.5 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 have full length legs (no shorts allowed). 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, language (foreign or English), related to sex, race, national origin, gang related or personal opinion.
 - 1) All employees working with electrical energy must be protected by clothing covered by NEC 70 E.
 - 2) Shoulder length or longer hair must be tied back and put under the hard hat or worn in a hair net. (This will keep it from impeding vision, becoming entangled in machinery or preventing the use of personal protective equipment).
 - 3) 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/SEA 107-2004 publication entitled "American National Standard for High Visibility Safety Apparel and Headwear" or equivalent revisions and labeled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure for the respective project sites.
 - i. 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.

5.17.6 HAND PROTECTION

- A. This project has implemented 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:
 - 1) When materials with sharp edges are exposed or being handled such as but not limited to:
 - i. Sheet metal siding, roofing, etc.;
 - ii. Metal materials, such as Unistrut and all thread rods;

- iii. Tie-wire;
 - iv. Metal floor grating;
 - v. Wire rope;
 - vi. Metal studs;
 - vii. Metal ductwork;
 - viii. Metal light fixtures;
 - ix. All metal material which has the potential to inflict a cut/laceration;
 - x. Handling of glass;
 - xi. Cutting operations involving hand held, non-power operated cutting tools,
 - xii. Handling of wood materials such as, plywood sheeting on floors, scaffolds, unloading and loading of any wood type, movement and transfer of wood;
 - xiii. During the use of utility knives, razors or knives of any kind;
 - xiv. While pulling wire in and around electrical panels.
- 2) When performing the following tasks:
- i. Concrete operations where hands are exposed to power and trowel operations;
 - ii. Cleaning chutes used for delivery of cement; concrete removal operations;
 - iii. 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;
 - iv. Working on or near materials affected by extreme temperatures such as items in excess of 60 degrees centigrade, items below 0 degrees centigrade;
 - v. While working with hazardous materials such as caustics, corrosives, oxidizers, solvents, paints, adhesives, and petroleum products;
 - vi. Workers involved with the removal and handling of trash.
 - vii. Whenever an MSDS suggests or requires the use of hand protection to avoid skin contact.
- B. Exceptions to the 100% glove policy are:
- 1) In cases where gloves may present a greater hazard, the Contractor shall submit in writing justification for working without this protection.
 - 2) Anytime equipment or manufacturers manual states the use of gloves presents a greater hazard.
 - 3) Moving machinery where gloves can become entangled or caught between.

5.17.7 RESPIRATORY PROTECTION

- A. 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 include:

- 1) A written statement of company policy, including assignment of individual responsibility, accountability, and authority for required activities of the respiratory protection program.
 - 2) Written standard operating procedures governing the selection and use of respirators.
 - 3) Respirator selection (from NIOSH/MSHA approved and certified models) on the basis of hazards to which the worker is exposed.
 - 4) Medical examinations of workers to determine whether or not they may be assigned an activity where negative pressure respiratory protection is required.
 - 5) Employee training in the proper use and limitations of respirators (as well as a way to evaluate the skill and knowledge obtained by the worker through training).
 - 6) Respirator fit testing.
 - 7) Regular cleaning and disinfecting of respirators.
 - 8) Routine inspection of respirators during cleaning, and at least once a month and after each use for those respirators designated for emergency use.
 - 9) Storage of respirators in convenient, clean, and sanitary locations.
 - 10) Surveillance of work area conditions and degree of employee exposure (e.g., through air monitoring).
 - 11) Regular inspection and evaluation of the continued effectiveness of the program.
- B. 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.

5.18 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 303-342-4211, Program Manager and 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. 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.
- G. All loose and combustible material shall be removed from work areas at the end of the workday or as wind and weather conditions dictate.
 - H. Gang boxes and tool boxes shall not have materials stored on top of them.
 - I. See Division 1 – Section 01710 for additional requirements.

5.19 SPILL PREVENTION

- A. Contractors will store fuel, petroleum products, and hazardous materials at the construction yards in safe locations within secondary containment structures. Secondary containment systems normally consist of a bermed area lined with an impervious material to provide a minimum containment volume equal to 100 percent of the volume of the largest storage vessel contained within the bermed area. The Contractor will construct these containment structures to contain spilled or leaked liquids within the structures. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Where required, Contractors shall provide equipment diapers and/or drip pans to protect from environmental spills.
- F. 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.
- G. 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.
- H. 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 he/she can respond immediately to any overfilling.

- I. 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.
- J. 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.
- K. 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.
- L. See Division 1 – Section 01566 for additional requirements

5.20 SANITATION

5.20.1 POTABLE WATER

- A. The Contractor must adequately supply potable water on the project site
- B. 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.
- C. Any container used to distribute drinking water shall be clearly marked as to the nature of its contents and not used for any other purpose.
- D. A common drinking cup is prohibited.

5.20.2 TOILETS

- A. Toilets shall be provided for employees according to the following table:

Number of Employees	
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

- B. Toilet facilities shall be maintained in a sanitary condition

5.20.3 WASHING FACILITIES

- A. 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.

- 1) Hand soap or similar cleansing agents shall be provided
- 2) Individual hand towels of cloth or paper, warm air blowers or clean sections of continuous cloth toweling, convenient to wash facilities, shall be provided.
- 3) Washing facilities shall be maintained in a sanitary condition.

5.21 SEVERE WEATHER

- A. 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 airport operations. The Contractor shall develop a plan that focus on ensuring employee safety and minimizing equipment/property damage. The plan shall also include responsibilities, communications procedures, mitigation measures, preparedness activities, response actions, warning resources, safety and logistical considerations.

5.21.1 SNOW AND ICE REMOVAL

- A. 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 responsibilities, communication procedures, priorities for snow and ice removal of all sidewalks, parking lots, roadways, and designated parking areas on the project.

5.22 ELECTRICAL

- A. Only qualified electricians may perform electrical work.
- B. Temporary electrical service shall be installed and maintained to conform to all of 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) provided for temporary outlets.
- 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. 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).
- J. Flexible cords and cables passing through holes shall be protected by bushings or fittings.
- K. 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.
- L. GFCI's shall be tested monthly.
- M. Temporary power boxes shall be tested monthly and documentation of tests for each box shall be made available upon request.

5.22.1 LOCK-OUT PROCEDURES

- A. Due to the scope of this project, 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 Program Manager and ROCIP Safety Team. A written lockout procedure is required when more than one energy isolating device must be locked out to achieve a zero energy state.
 - 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 all of the following steps:
 - i. Notify all of affected employees of the lock-out and the reason for it.
 - ii. Shutdown the affected equipment in a manner consistent with good operating practices.
 - iii. Verify that the equipment or system is inoperative by trying to operate it, etc.
 - iv. Shutdown the power at the switch, valve, etc., that will be locked. Be absolutely certain the correct device or devices to shutdown and lock were located.
 - v. Safely dissipate any stored energy in pressure lines, flywheels, capacitors, etc., consistent with good operating practices.
 - vi. Lock the switch, valve, etc., using a padlock with only one key. Make sure the company name is on the lock.

- vii. 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.
 - viii. 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).
 - ix. Complete and file on site a Lock-Out Documentation form
 - x. 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.
 - xi. 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).
- 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 of 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.
- i. Hold a coordination meeting with all affected Contractors and Subcontractors, of any tier, at least 24 hours in advance of the lock-out. Also, inform the ROCIP Safety Team 24 hours in advance. A member of the ROCIP Safety Team may wish to attend the meeting or monitor the actual lock-out operations.
 - ii. Notify all affected employees of the lock-out and the reason for it.
 - iii. Shutdown the affected equipment in a manner consistent with good operating practices and have each affected Contractor and Subcontractor do likewise.
 - iv. Verify that the equipment or system is inoperative by trying to operate it and have each affected Contractor and Subcontractor do likewise.
 - v. Shutdown the power at the switch, valve, etc., that will be locked. Be absolutely certain the correct device or devices to shutdown and lock were located.
 - vi. 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.
 - vii. Place a chain or lock-out device on the switch, valve, etc., that will be locked.
 - viii. Place a chain or lock-out device using a padlock with only one key. Make sure the company's name is on the lock.
 - ix. Once all the valves and switches are locked out, place all the keys for all the locks in the group lock-out box.
 - x. The authorized employee then places a group lock-out device (Christmas tree) on the hasp and places his lock on the group lock-out device. Each employee must place his/her personal lock, with his or her name on the lock, on the group lock device.

- xi. 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.
- xii. 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).
- xiii. Complete and file on site a Lock-Out documentation form.
- xiv. 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 his or her 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.
- xv. Restore power.
- xvi. 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).

B. General Information

- 1) Padlocks, hasps, tags, and other lock-out devices must be durable enough to withstand the environment to which they will be exposed.
- 2) Locked-out switches, valves, etc., must not be operated regardless of the circumstances.
- 3) 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.
- 4) Locked-out switches, valves, etc. must be inspected at the beginning of each shift to insure that the locks and tags are still in place.

5.22.2 ENERGIZED ELECTRICAL WORK

A. This section applies to any Contractor/Subcontractor who enter or plan work within a Limited Approach Boundary or an Arc Flash Boundary when there are exposed electrical hazards from electrical conductors or circuit parts that are or can become energized. This does not apply to 50 volts or less if there is no increased exposure to electric burns or explosion due to an arc flash. The Contractor shall develop an energized work procedure that includes the following guidelines for review by the ROCIP Safety Team:

- 1) Energized parts to which personnel might be exposed must be put into an electrically safe work condition and lockout/tagout (LOTO) unless:
 - i. De-energizing the equipment introduces additional or increased hazards;
 - ii. The component is an integral part of a continuous process and would require that the entire process be shut down in order to work on the piece of equipment; or

- iii. Shutdown is infeasible due to equipment design or operational limitations, including the need to perform diagnostics and testing (e.g., start-up or troubleshooting) of electric circuits that can only be performed with the circuit energized.
- 2) Anyone working on or near energized electrical conductors or circuit parts greater than 50 volts must have the following:
- i. Training – Electrical Safety , NPFA 70E, CPR, LOTO Authorized
 - ii. Authorization – by the Contractor , in the case of a Subcontractor employee it must be the authorized by the Contractor;
 - iii. Permits – An energized work permit or approved equivalent procedure.
- 3) The Contractor/Subcontractor plans all energized electrical work using an approved electrical work permit .The planning may be as simple as a discussion among the electrical workers reviewing the job, or as complex as a specific procedure with multiple engineering reviews. Planning must include:
- i. Information about the equipment and the installation;
 - ii. Voltage levels, power availability which might be delivered into an arc flash;
 - iii. The Flash Hazard/Risk Category for arc-flash rating of the PPE (cal/cm²);
 - iv. Any additional requirements necessary to perform the work, including, if required, additional training.
 - v. Applicability of the two-person rule. **Two Person Rule.** A second qualified person, knowledgeable in rescue techniques to the level taught in Electrical Safety, NFPA 70E and CPR qualified, is required when ANY of the following criteria exists:
 - a. Performing work within the Arc-Flash Boundary of exposed live parts that has an arc-flash Hazard/Risk Category of 3 or 4;
 - b. Operating switches or breakers with an arc-flash Hazard/Risk Category of 4;
 - c. Any time there are exposed live parts with >250V but <600V and when either of the following exists:
 - 1. A barricade is not established;
 - 2. When performing tasks where there are multiple sources of exposed live parts with voltage >50V (e.g., multiple terminal strips, including some control panels and power supplies). Examples:
 - a) Two persons NOT required: Hazard Risk Category is less than 3 AND a single source of exposed voltage, such as a manually operated disconnect switch. (One set of 3 phase connections is considered a single source.)
 - b) Two persons required: Multiple sources of exposed voltage, such as a control panel with 480V exposed terminal lugs and 120V control terminals, regardless of which one is being worked on.
 - c) Any time work planning, including worker-planned work, determines the need for two-persons to perform a given task. The second person must wear the appropriate PPE if assisting the primary worker in the same control zone. Note: The second person may operate breakers

- and switches without an additional second person if an emergency should arise.
4. The Contractor must review permits and ensure that all personnel working under the permit:
 - i. Are qualified for the type and energy levels on the permit;
 - ii. Have signed the permit;
 - iii. Maintain currency of training
 - iv. Receive a pre-task planning briefing and understand the hazards associated with this task by discussing the following during JHA development:
 - a. Limits of the permit, especially limits of only testing with TTVM permit;
 - b. PPE for various tasks;
 - c. Any job specific or general work practices to be observed.
 5. The Contractor issuing the work permits for employees or Subcontractors must sign the permit and ensures that:
 - i. A log is kept for auditing purposes.
 - ii. Periodic walkthroughs or field checks are conducted to verify the following:
 - a. Workers are qualified;
 - b. Compliance with procedure or permit;
 - c. Proper PPE
 6. The Contractor/Subcontractor employee who performs the energized work must do the following:
 - i. Prior to starting work:
 - a. Review the work plan/permit and inform those involved with the work and those nearby who could be impacted that work will begin.
 - b. Establish safety barriers to keep unprotected personnel out of the arc flash control zone and shock hazard control zones.
 - ii. While performing the work:
 - a. Perform the work in accordance with conditions on the permit and with procedures;
 - b. Perform any necessary testing.
 - iii. After completing the work:
 - a. Replace any physical barriers which were removed in order to do the work;
 - b. Inform those involved and those nearby who could have been impacted that the work has been completed and conditions are safe;
 - c. Remove the safety barriers and all tools, equipment, and scrap.

5.23 SILICA

- A. Contractors and/or Subcontractors shall submit a written silica protection program for review by the ROCIP Safety Team. The requirements for managing silica dust shall be followed and included in the written plan by utilizing the Federal OSHA Publication #3362-04 2009, titled, "Controlling Silica Dust Exposures".

5.23.1 POTENTIAL EXPOSURES

- A. The following activities may cause crystalline silica dust to be present in the air:
 - 1) Sawing, hammering, cutting, drilling, grinding, and chipping of concrete or masonry
 - 2) Chipping, hammering, and drilling rock
 - 3) Dry sweeping or pressurized air blowing of concrete, rock, or sand dust
 - 4) Crushing, loading, hauling, and dumping rock
 - 5) Sandblasting
 - 6) Demolition of concrete and masonry structures
 - 7) Concrete mixing
 - 8) Working with ceramics, clay, and pottery

5.23.2 GENERAL GUIDELINES FOR WRITTEN PROGRAM

- A. Statement of the Contractor's commitment to prevent silicosis and to comply with OSHA's standards.
- B. Description of air monitoring to determine the silica levels generated by tasks to provide a basis for:
 - 1) Selecting engineering controls,
 - 2) Selecting respiratory protection,
 - 3) Selecting work practices to reduce dust, and
 - 4) 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.

5.23.3 AIR MONITORING

- A. 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:

- 1) Information or observation which would indicate employee exposure to silica.
 - 2) Employee complaint of symptoms which may be attributed to exposure to silica.
 - 3) Change which may result in an increase in the airborne concentration of silica.
- B. The Contractor will conduct air monitoring to measure worker exposures and ensure that engineering controls and respiratory protection are providing adequate protection.
- C. Air monitoring information will be made available to workers and ROCIP Safety Team
- D. If employees are exposed to silica in excess of the PEL, monitoring will be repeated quarterly.

5.23.4 SAFE WORK PRACTICES

- A. The primary means of protecting workers will be through the use of less toxic materials, enclosed systems, local exhaust ventilation, wet methods, and good work practices.
- B. The following measures will be used to reduce exposure to crystalline silica in the workplace:
- 1) Wet down the dust at the point of generation.
 - 2) Install local exhaust ventilation to prevent dust from being released into the air.
 - 3) During rock drilling, flow water through the drill stem.
 - 4) Install dust collection systems onto machines or equipment that generated dust.
 - 5) 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.
 - 6) When using vacuum cleaners, the vacuum should have the following features:
 - i. Sufficient 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.
 - ii. High-efficiency particulate air (HEPA) filter to reduce the chances of releasing dust containing RCS from the vacuum into the worksite.
 - iii. A pre-filter or cyclone to increase the length of service of the HEPA filter.
 - iv. 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.
 - v. The ability to clean and replace filters and full collection bowls or bags without exposing the operators to dust.
 - vi. A motor that draws at least 10 amps.
- C. Silica sand or other substances containing more than 1% crystalline silica will not be used for abrasive blasting.
- D. Good personal hygiene will be practiced to avoid unnecessary exposure. Eating, drinking, use of tobacco products, or applying cosmetics will not be done in areas where there is dust containing crystalline silica.

- E. If possible, employees will shower and change into clean clothes before leaving the worksite to prevent contamination of cars, homes, and other work areas.

5.24 *POWDER ACTUATED TOOLS*

- A. Contractors/Subcontractors, of any tier, shall ensure that employees using powder actuated tools be certified by the manufacturer's representative prior to use.
- B. Certification cards must be available for immediate inspection if requested.
- C. 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.
- D. Signs shall be posted in areas where powder actuated tools are in use.
- E. 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.
- F. The use hardhat, safety glasses, full face shield and hearing protection shall be used while operating a powder actuated tool.

5.25 *STEEL ERECTION*

- A. Steel erection requires compliance with the following:
 - 1) 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.
 - i. 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)
 - 2) Lifelines or other fall protection devices shall be attached prior to erection where possible.
 - 3) Employees of Contractors and Subcontractors, of any tier, must comply with the fall protection requirements covered earlier in this section.
 - 4) 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.
 - 5) 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.
 - 6) When Christmas Treeing, only 3 pieces shall be allowed and a multiple lift rigging assembly shall be used.
 - 7) 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.

- 8) Pre-planning shall be conducted and documented for landing deck bundles and installing the perimeter protection for interior/exterior fall hazards.
- 9) All columns shall be anchored by a minimum of 4 anchor rods (anchor bolts).
- 10) 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.
- 11) 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.
- 12) 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 ROCIP Safety Team.

5.26 *WELDING AND CUTTING*

- A. Recommended and required (where indicated) safe practices:
 - 1) A welder should wear inflammable clothing and protective gear to shield their entire body using the following examples:
 - i. Aprons that are made from leather that is flame-resistant
 - ii. 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)
 - iii. Helmets or any other head gear to protect you from sharp and falling objects. (Required)
 - iv. Goggles or helmets to protect your eyes from the transmission of radiant energy being emitted by the welding tool. (Required)
 - v. Optional earplugs or earmuffs if you are working with anything noisy or in environments that have a high level of noise; and
 - vi. Respirators to prevent inhalation of hazardous fumes, dust and gases because if you breathe in too much of those, they can definitely damage your lungs and give you a hard time breathing.
 - vii. 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.
- B. See additional requirements in Division 1 – Section 01010 and 01060

5.26.1 *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 insure that they are mechanically strong and electrically adequate for the required current.
- J. Welding practices shall comply with all applicable regulations.

5.26.2 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.

5.27 COMPRESSED GAS CYLINDERS

- A. When gas cylinders are stored, moved, or transported, the valve protection cap shall be in place.
- B. 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.
- C. Cylinders should be transported using hand trucks designed for that purpose.

- D. 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.
- E. 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.
- F. Full and empty cylinders of all gases should be stored separately and identified by signs to prevent confusion.
- G. Close valves on empty cylinders and mark the cylinder "empty" with the initials "M.T."
- H. 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.
- I. Cylinders containing oxygen or acetylene or other fuel gas shall not be taken into confined spaces.
- J. Cylinders containing oxygen or acetylene or other fuel gas shall be stored in designated areas outside the structure.
- K. No one shall use a cylinder's contents for purposes other than those intended by the supplier.
- L. 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.
- M. 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.
- N. Do not permit oil or grease to come in contact with cylinders or their valves.
- O. 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.
- P. 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.
- Q. 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.
- R. Stand to the side of the regulator when opening the cylinder valve.
- S. 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.

5.28 *HOT WORK PERMITS*

- A. 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. The Contractor will develop and submit a hot work permit procedure as part of the SSSP and include the provisions in 5.28.1.

- B. Contractors will need to obtain annually a hot work permit from the Denver Fire Department.

5.28.1 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 P for Sample Hot Work Permit
- D. A copy of every permit shall be maintained onsite and readily available for review.
- E. Hot Work Permit and must be posted in the area where hot work is to be performed.
- 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 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.
 - 1) 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.

5.29 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 Program Manager 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 Manager in writing. When indoor storage is approved by the Program Manager 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 fire fighting assistance, call 303-342-4211. Immediately report all fires (even those that have been extinguished) to the ROCIP Safety Team.
- R. Replace or recharge temporary fire fighting and fire protection equipment immediately after use. Also report to the ROCIP Safety Team (within eight hours) any discharge of firefighting equipment.

5.30 SMOKING

- A. The primary purpose of this policy is the establishment of a completely smoke-free environment in the work place in order to protect life, health and property.
- B. Program Manger, Contractor, Subcontractor employees and visitors are not permitted to smoke in any buildings on DIA property. Employees and visitors may smoke at designated smoking areas on site.
- C. At each construction jobsite, the Contractor will designate a smoking area for Contractor and Subcontractor employees. The area will include but will not be limited to the following conditions:
 - 1) Smoking will be permitted only at designated smoking areas, at least 100 feet from work areas.
 - 2) 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.
 - 3) 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.
 - 4) Contractor and Subcontractor employees must be trained in the proper use of fire extinguishers.
 - 5) No smoking is permitted within 100 feet of flammable liquids, approved flammable liquid containers, and flammable materials.
 - 6) No smoking is permitted within 100 feet of storage and/or in use flammable compressed gas cylinders, or gas cylinders that support combustion.
 - 7) No smoking is permitted within 100 feet of combustible materials.
 - 8) Positively “NO SMOKING” is permitted within 100 feet of a gas pump area.
- D. Smoking is not permitted in the immediate work area to include onsite vehicles and equipment.
- E. The Program Manager reserves the right to designate specific smoking areas at its discretion.

5.31 SECURITY

5.31.1 CONSTRUCTION SITE SECURITY

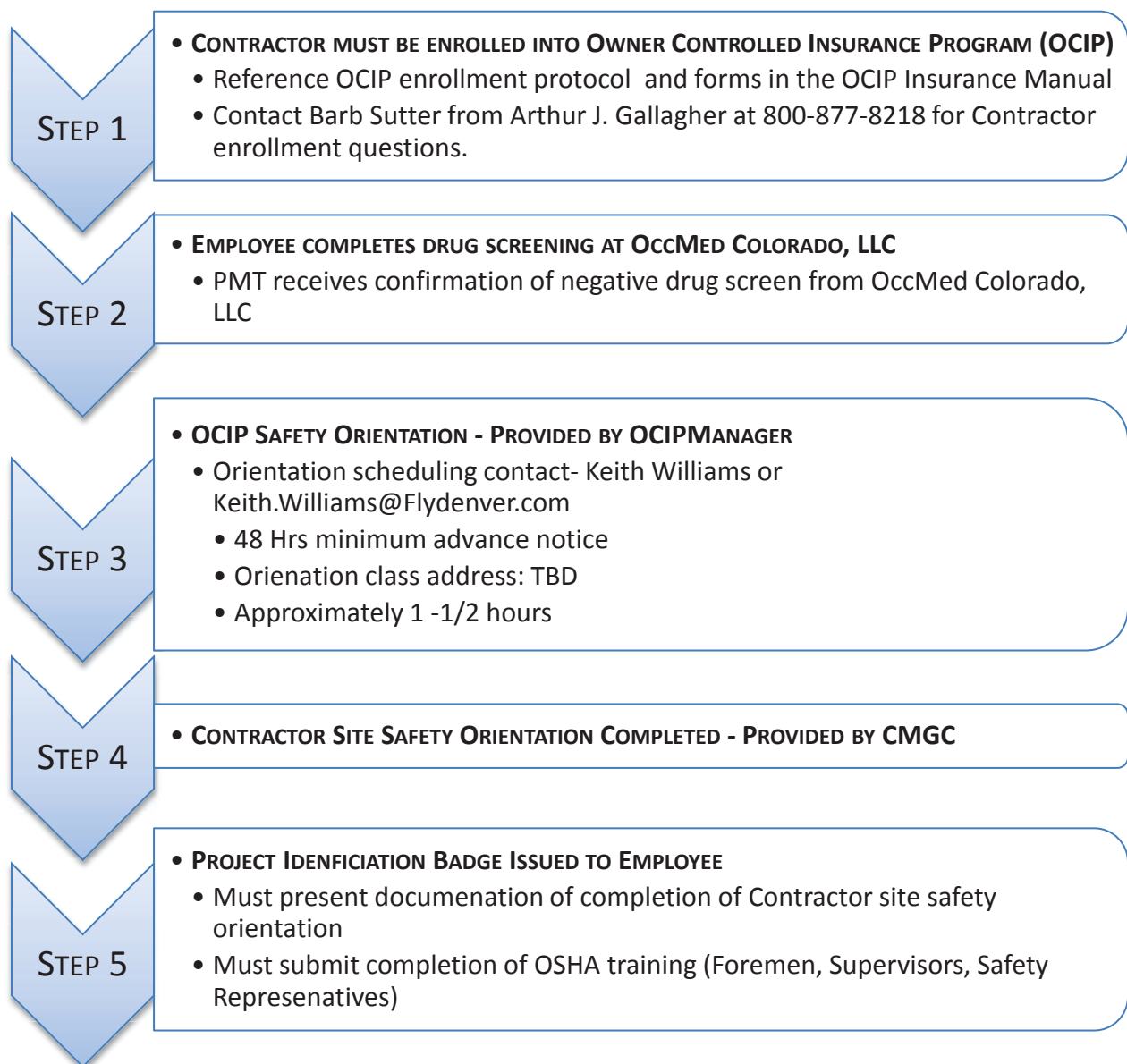
- A. DIA will provide security service for this project. This service in no way relieves the Contractor/Subcontractors from contractual duties, obligations, and responsibilities to

ensure that their trailers, vans, vehicles, equipment, tools, storage areas, etc. are properly secured at the end of each working day.

- 1) Report unauthorized people, vehicles, suspicious behaviors, unattended packages, etc. to Denver International Airport Security at 303-342-4211.

5.31.2 PROJECT IDENTIFICATION BADGES

- A. All employees working for Contractors who are required to be enrolled in the ROCIP will receive a project identification badge.
- B. Project identification badges are obtained as follows:



5.31.3 VEHICLE SEARCH

- A. 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.

5.31.4 TOUR & VISITOR GUIDELINES

- A. Escorted Visitors
 - 1) Non-construction personnel, visitors or groups shall be accompanied at all times by an authorized representative of the Program Manager or the Contractor, or other designee that is familiar with the site hazards and properly badged on the project.
 - i. The “Waiver and Release” provided in Appendix I shall be signed by all visitors/tour groups prior to accessing the project.
 - ii. Display a visitor’s site badge on the outer garment at all times,
 - iii. Don the required PPE (Contractor visitors/tours are responsible to provide the appropriate PPE).
- B. Notification
 - 1) Tours that do not involve technical inspections shall be cleared 7 days in advance through the Program Manager.
- C. Safety Enforcement
 - 1) Before entering the project, all visitors shall be receive a brief safety orientation on site specific hazards expected to be encountered during the tour or visit to including but not limited to things such as holes, trip hazards, potentially open electrical wiring, nails, exposed rebar, partially completed framing, excessive noise, vibration, hazards from falling objects, project signage, moving equipment, these and other conditions present hazards, dangers and risks of potential injury, illness and/or property damage.
- D. Number of Escorted Persons
 - 1) 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.

5.31.5 LOITERING ON THE JOB

- A. Loitering on the job site before or after the assigned shift is prohibited.

5.32 GENERAL RULES

- A. 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:
- 1) Unauthorized possession of any project property or material
 - 2) Possession of or use of intoxicants on premises, regardless of source
 - 3) Engaging in disorderly conduct
 - 4) Gambling, including sale of chances
 - 5) Fighting on project premises
 - 6) Failure to wear or use required safety equipment
 - 7) Failure to observe safety, sanitary or medical rules and practices
 - 8) Illegal possession or use of narcotics or non-prescribed tranquilizers or pep pills on premises, or attempting to bring them on job site
 - 9) Possession or use of firearms, weapons, or explosives is expressly prohibited on the project premises
 - 10) Willful defacing or damaging of equipment, tools, material or other property of the project or Contractors.
 - 11) Offensive language is prohibited.
- B. 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.

5.33 TRAFFIC CONTROL

- A. All work shall be planned well in advance to keep traffic obstructions, public inconvenience and lost work time to a minimum. Therefore, 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 to the Program Manager, ROCIP Safety Team and Denver International Airport Maintenance Section (Ron Morin) prior to the work to be performed. The plan shall include:
- 1) Traffic conditions;
 - 2) Existing traffic controls;
 - 3) Physical features;
 - 4) Visibility restrictions;
 - 5) Problems of access to private property;
 - 6) Business access and activities;
 - 7) The type, number and location of signs, barricades, lights and other traffic devices required for the work; and
 - 8) Means of mitigating any adverse effect upon the blind or other physically handicapped.

- B. Flaggers are required:
- 1) Where workers or equipment intermittently block a traffic lane;
 - 2) 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
 - 3) Where the safety of the public and/or workers determines there is a need.
 - 4) All flaggers are to be certified to perform this duty.

5.34 PROTECTION OF THE PUBLIC AND PROPERTY

- A. The Contractor and Subcontractors shall take the necessary precautions to protect the general public (individuals not contractile related to the project(s)) from injury or damage to property and shall follow the contract requirements. The precautions to be taken shall at a minimum are as follows:
- 1) Perform no work in any area occupied or in use by the public unless specifically permitted by the contract or in writing from Program Manager.
 - 2) 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.
 - 3) 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.
 - 4) 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.
 - 5) Provide sidewalk sheds, canopies, catch platforms, and appropriate fences when it is necessary to maintain public pedestrian traffic adjacent to the erection, or structural alternation of outside walls on any structure.
 - 6) 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 Denver International Airport.
 - 7) 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.
- 8) 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.
 - 9) 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.
 - 10) 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.
 - 11) Prohibit fuel-burning types of lanterns, torches, flares or other open flame devices.
 - 12) 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.
 - 13) Each point of access to the project will be controlled.

5.35 *HEAT ILLNESS PREVENTION*

- A. The ROCIP recognizes that during certain times of the year employees may be exposed to working in excessive temperatures which may create the risk of heat stress and illness. Acknowledging this exposure, Contractors/Subcontractors are required to establish a Heat Illness Prevention Plan to educate and monitor employees for heat-related illness.
- B. At a minimum, the Heat Illness Prevention Plan is to contain the elements listed below and submitted as part of the SSSP for review by the ROCIP Safety Team. See sample heat illness plan in Appendix J
 - 1) Training
 - 2) Water
 - 3) Shade
 - 4) Monitoring the Weather
 - 5) High Heat Procedures & Acclimatization
 - 6) Clothing
 - 7) Emergency Response

5.36 *CRISIS COMMUNICATIONS PLAN*

- A. 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 work flow process that details the general crisis communications on the program. All steps in the crisis communication process will be done in consultation with DIA. DIA, unless otherwise identified, will be responsible for crisis communications. Each Contractor on the program is expected to have a component in the crisis communication plan that addresses the following:
- 1) Ensuring accurate and timely information is disseminated to both internal and external audiences
 - 2) Preparing DIA, Program and Contractor staff to respond in a crisis by identifying roles and responsibilities
 - 3) Coordinating effectively with existing DIA protocol and when necessary impacted agencies
- B. The plan shall also include information on:
- 1) Crisis Communications Operations
 - 2) Crisis Communications Center
 - 3) Crisis Communications Team
 - 4) Roles and Responsibilities
 - 5) Emergency Contact Phone Tree
 - 6) Crisis Tasks
 - 7) Media Briefing
 - 8) On Site Crew Response
 - 9) Crisis Communications Tools
 - 10) Crisis Communication Workflow (see Appendix K)
- C. The Program Management Team Strategic Communications Lead, in coordination with Contractors (if necessary), under the direction of DIA Director of Communications will:
- 1) Trigger the phone tree to notify the Crisis Communications Team that the Crisis Communications Center has been activated.
 - 2) Gather situation facts: What, Where, When, Impacts (program/human/traffic/utilities/etc.), Injuries/Fatalities, Who (at the scene, overall, program/emergency responders).
 - 3) Determine lead internal/external agency and spokesperson/media control persons for media/public response. Default assignment is for DIA to serve in this capacity.
 - 4) Make assignments and pass out contact lists as team members arrive.
 - 5) DIA review/approves crisis communications approach.
 - 6) Each liaison follows job description as appropriate.
 - 7) Dispatch spokesperson and media control person to site if necessary.
 - 8) Determine necessity of Web site updates and/or reverse 911 phone systems and activate (business/community liaison role).
 - 9) Develop official statements for the media and other applicable response agencies. Staff will issue bulletin regarding response to the incident/crisis.

- 10) Develop messages and possible Q&A.
- 11) Monitor media coverage.
- 12) If appropriate, establish Media Briefing Center and staff with second medial control person.
- 13) Track contacts and provide information to media, internal, government, business and community phone inquiries.
- 14) Maintain contact lists and make update calls.
- 15) Assist media in obtaining information/video/photos in safe manner.
- 16) Arrange follow-up interviews as appropriate.
- 17) Communicate with Program Management as to appropriate internal communication with employees, family members, etc.
- 18) Hold debrief sessions with crisis team as needed.

5.37 JOBSITE SAFETY INSPECTIONS

- A. The Contractor's safety representative will conduct and document daily jobsite inspections of work site to evaluate compliance with SSSP, ROCIP Safety Manual and identify, correct jobsite hazards. Inspection reports must be documented daily and be made available to ROCIP Safety Team for review.
 - 1) 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 on the inspection log.
 - 2) Contractor may be directed to use a software program or Software-as-a-Service (SaaS) solution that will enable Contractor and Program Manger to perform jobsite safety audits and measure the effectiveness of their safety programs.

SECTION 6. REQUIRED SAFETY TRAINING

6.0 NEW EMPLOYEE ORIENTATION PROVIDED BY PROGRAM MANAGER

- A. ROCIP Safety Orientation shall be given to all new employees once the employee has successfully completed the substance abuse drug screen and before they can begin work. The orientation shall be general in format, addressing the safety rules and regulations of the ROCIP such as but not limited to as conditions of employment:
 - 1) Safety goals of the ROCIP
 - 2) PPE & work attire
 - 3) Drug and Alcohol Policy
 - 4) Accident and incident reporting
 - 5) Personal conduct and disciplinary actions
 - 6) Authorized access & parking
 - 7) Site badge and identification
 - 8) Housekeeping, litter and use of sanitary facilities

- 9) Any other special provisions
- B. The new employee orientation provided by the program manager will be followed by a simple quiz that the worker must pass by a minimum of 70% and acknowledge that they understand the rules and regulations of the project.
- C. A minimum of 7 days advance notice is required to schedule orientation provided by PMT.
- D. Contact Keith Williams to schedule ROCIP orientation training dates at (303) 342-2132.

6.1 NEW EMPLOYEE ORIENTATION TRAINING PROVIDED BY THE CONTRACTOR

- A. One of the requirements of the Contractor and their safety representatives or designees is to conduct a complete safety orientation for all their employees and Subcontractor employees new to the site. The orientation is required before an employee can receive a project ID card and 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:
 - 1) Employee jobsite safety and health requirements and policies
 - 2) Review of site specific safety plan to include emergency procedures/phone numbers and Crisis Management Plan
 - 3) Employer and employee rights and responsibilities
 - 4) Hazard communication
 - 5) Fall Protection
 - 6) Good housekeeping practices
 - 7) Job Hazard Analysis (JHA)
 - 8) Pre Task Planning
 - 9) Return to work programs, incident (to include near misses) reporting procedures, workers compensation requirements, and designated provider information.
 - 10) Drug free workplace, substance abuse testing, completion of emergency contact and medical data using MSA's Medical Information Carrier System. The emergency contact and medical data shall be placed inside the hardhat and the reflective notification sticker on the exterior left rear side of the hardhat.
 - i. <http://www.meds.org/msa.php>

6.1.1 DOCUMENTATION

- A. All employees will complete the Project Safety Orientation Training Acknowledgement Form in Appendix L at the end of the orientation training session. A copy of the completed form must be forwarded to the Program Manager prior to issuing of project ID card.

SECTION 7. RECORDKEEPING REQUIREMENTS

- A. The DIA ROCIP believes that proper documentation and record keeping of safety related functions are essential. All required documentation needs to be maintained on site, available to the ROCIP Safety Team upon request. The Contractor's or Subcontractor's Project Manager is responsible for ensuring that record keeping and related requirements, as outlined in this section, are accurate and up-to-date.
- B. There are several forms provided by the DIA ROCIP that are to be used. If a Contractor and/or Subcontractor prefer to use their own forms, they should be submitted to the ROCIP Safety Team for review and approval. As long as they meet or exceed the forms developed by the DIA ROCIP they may be acceptable.

7.0 POSTERS

- A. Post in a conspicuous place the Project Safety Alerts, Bulletins or Lessons Learned issued by the DIA ROCIP and Contractor as well as the posters required by federal and state regulation. Required workers' compensation insurance posters are available from the ROCIP Safety Team.

7.1 SIGNS

- A. Contractors and Subcontractors, of any tier, will need to furnish appropriate signage in accordance with the contract, depending on the nature of their work and work area, such as (but not limited to):
 - 1) *Hard Hats, safety glasses, and high visibility vest is Required Beyond This Point* (posted at all entrances to the project site and work areas).
 - 2) *Danger - Construction Area - Authorized Personnel Only* (posted at all entrances to the project site).
 - 3) *Drugs, Alcohol, Firearms and Related Paraphernalia are Prohibited on the Project* (posted at all entrances to the project site).

7.2 NEAR MISS REPORT

- A. 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. Complete the Near Miss Report Form in Appendix M for each near-miss event. 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 ROCIP Safety Team within forty-eight hours of the near miss occurrence.

7.3 ACCIDENT/INCIDENT INVESTIGATION REPORTS

- A. Complete an accident investigation report for each accident resulting in injury or damage to materials or equipment. This includes the Contractor's accident report form and applicable ROCIP accident investigation forms in Appendix O. The Contractor will provide a copy of investigative reports to the ROCIP Safety Team within 7 working days of the accident.

7.4 WEEKLY TOOL BOX SAFETY MEETING REPORT

- A. Conduct weekly safety toolbox meetings & complete the Weekly Tool Box Safety Meeting Report at the end of each week's meeting and maintain a copy onsite for review by ROCIP Safety Team. See Sample Weekly Tool Box Safety Meeting Report in Appendix N.

7.5 SAFETY OBSERVATIONS

- A. The ROCIP Safety Team will complete written Safety Observations of work activities that are not in compliance with the project's safety policies and procedures. If a Contractor or Subcontractor receives a Safety Observation, immediately correct the hazard noted on the notice, document the corrective action, or reason for delayed abatement and return the report to the ROCIP Safety Team within 24 hours.

7.6 CONTRACTOR'S MONTHLY SAFETY REPORT

- A. The ROCIP Safety Team will track leading and lagging safety statistics by Contractor. In order to do this, each Contractor will report the correct number of work hours worked on the project for the reporting month. This report will include:
 - 1) The work hours for the Contractor's and Subcontractor's employees;
 - 2) Incident types;
 - 3) OSHA recordability rates;
 - 4) Employment information;
 - 5) Project safety activities; and
 - 6) Details of injuries and illnesses.
- B. Send this report to the ROCIP Safety Team by the 1st Tuesday of the following month. See Appendix R for Contractor's Monthly Safety Report.

SECTION 8. ADMINISTRATIVE POLICIES

8.0 CONTRACTOR SAFETY PROGRAM REVIEW

- A. After the Contractor submits the written SSSP, a meeting must be held to review the program with the Program Manager and ROCIP Safety Team. The Contractor must be

prepared to discuss in detail the procedures to control the hazards likely to happen during major phases of the work, and the organizational assignments involved in administering the program. The Contractor's principal onsite representative, general superintendent and safety representative must attend this meeting. Weekly Joint Safety Meeting

- A. The Contractor's principal onsite representative and designated members of the respective staff must participate in scheduled weekly safety meetings with the Program Manager. 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 risk mitigation two week look ahead schedule.

8.1 SUPERVISORY SAFETY MEETINGS

- A. 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 ROCIP Safety Team.

8.2 INCIDENT NOTIFICATION

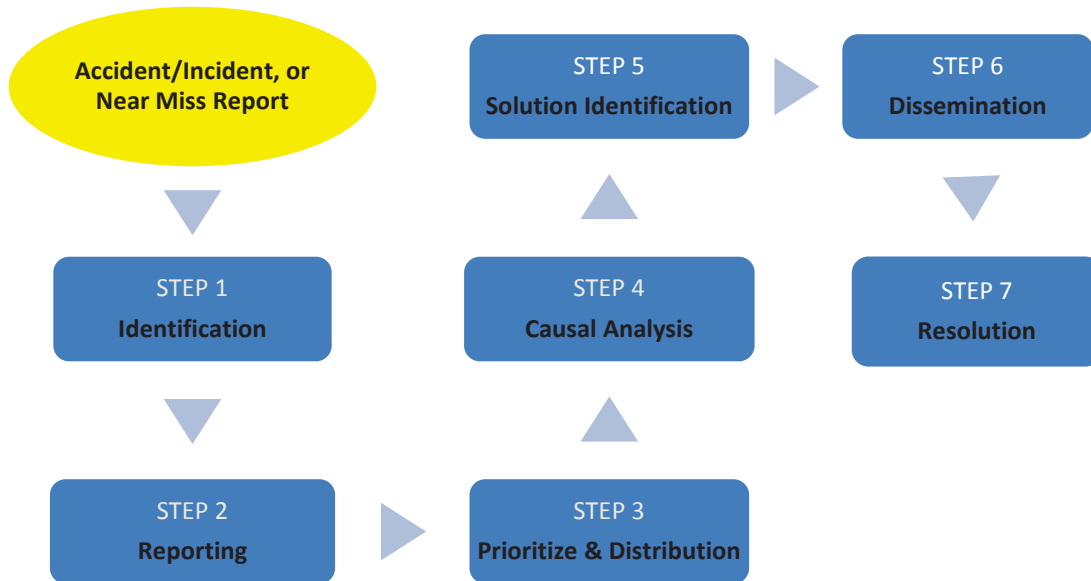
- A. The Contractor shall report all incidents immediately to the DIA Project Manager and the DIA Safety Lead. Voicemail is not deemed as incident notification.

8.3 INCIDENT AND NEAR MISS INVESTIGATIONS

- A. All incidents, whether they involve injury or not ("near-miss") must be reported to the Program Manager immediately and investigated by the Contractor or Subcontractor's safety representative or designee and documented on the appropriate Project Incident report. The preliminary report must be completed and submitted to the ROCIP Safety Team within twenty-four hours of the incident. The final investigative report and supporting documentation is due 7 days after the date of the incident.
- B. When accidents, incidents, or near-miss incidents are reported, then information is available about hazards and problems and action can be taken to make the work environments safer. Accident, incident, and near-miss incident reporting benefits are as follows:
 - 1) Areas of concern are identified.
 - 2) Awareness is increased.
 - 3) Hazards are resolved.
 - 4) Work environment is made safe.
- C. Most accidents, incidents, and near-miss incidents relate to system failure rather than individual mistakes. The Contractor must have an open and fair reporting system so that employees can report problems without fear of reprisal. Contractor representatives gather the reporting information and disseminate this information to all project personnel so that everyone can learn from our projects and program accidents,

incidents, and near-miss incidents. Investigative findings will be posted on the project safety bulletin boards for review by all employees.

Figure 1 illustrates the accident/incident and near miss incident reporting system flowchart



Step No.	Description
Identification	An accident/incident or near miss occurred
Reporting	An individual or group reports incident to Contractor / Subcontractor. Incident is reported to Program Manager and ROCIP Safety Team
Prioritization and Distribution	Incident is appraised and information pertaining to it is transferred to those who will assess follow-up action(s). ROCIP Safety Team may be involved.
Causal Analysis	Based on the facts of incident, the cause(s) and underlying factors are identified by the Contractor and reviewed by ROCIP Safety Team
Solution Identification	Solutions to mitigate likelihood, limit impact of potential incident likelihood, or limit impact of the potential incident are identified, and corrective actions are determined by the Contractor and reviewed by the ROCIP Safety Team.
Dissemination	Follow-up corrective actions are relayed to relevant parties. Information is announced and disseminated to project personnel and ROCIP Safety Team to increase awareness
Resolution	Corrective actions are implemented and evaluated, and other follow-up action is completed by Contractor/Subcontractor and reviewed by the ROCIP Safety Team.

8.4 CONSTRUCTION SITE EMERGENCY NOTIFICATION

- A. In the event of an emergency, the Contractor should call **303-342-4211**.

8.5 LESSONS LEARNED

- A. The definition of a Lesson Learned is a “good work practice” or innovative approach that is captured and shared to promote repeat application. A Lesson Learned may also grow from an adverse work practice or experience that is captured and shared to avoid recurrence. The purpose of a Lessons Learned program is to communicate knowledge gained from past experiences that can help reduce risks, improve safety and efficiency, and enhance the cost effectiveness of similar operations. 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 Q. Actions taken as a result of a Lesson Learned may include:
- 1) Corrective actions (taken as a result of the analysis of an actual experience)
 - 2) Preventive actions (taken to prevent a negative situation from occurring)
 - 3) Improvement actions (taken to improve the efficiency of operations based on a good work practice or an innovative approach)
- B. Use of Lessons Learned is a principal component of an organizational safety culture committed to continuous improvement. The methods used to instill Lessons Learned as part of the culture vary, as do the mechanisms to identify, share and use Lessons Learned.
- C. The infrastructure mechanisms are often referred to as Lessons Learned Programs. Lessons Learned Programs include two basic processes:
- 1) A development process that includes identification, documentation, validation, and dissemination of a Lesson Learned. The content of the Lesson Learned should contain the following five basic elements:
 - i. A clear statement of the lesson
 - ii. A background summary of how the lesson was learned
 - iii. Benefits of using the lesson and suggestions on how it may be used in the future
 - iv. Contact information for additional detail
 - v. Key data fields to aid searching for additional information
 - 2) A utilization and incorporation process that includes identification of applicable Lessons Learned, distribution to ROCIP Safety Team, identification of actions as a result of the Lesson Learned, and follow-up to ensure that appropriate actions were taken.

- D. In addition, Lessons Learned Programs contain processes to measure operational performance improvement and program effectiveness.
- E. Properly implemented Lessons Learned will improve management decision making in every phase of a project. As a component of planning and execution, the Contractor will establish expectations, provide resources, and monitor performance.

8.6 ACCIDENT/INCIDENT REVIEW WITH PROGRAM MANGER & ROCIP SAFETY TEAM

- A. When notified by the Program Manger or ROCIP Safety Team, all significant first aid 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 with Program Manager Representatives and the ROCIP Safety Team. The Contractors/Subcontractors Project Manager, Safety Representative, involved supervisor/foremen and employee(s) must be in attendance and present investigative findings, causes/underlying factors and corrective actions.

8.7 EMPLOYEE DISCIPLINE & ENFORCEMENT

- A. 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 ROCIP's Administrators'.
- B. All employees need to be aware of 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 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.
- C. The following reflects the ROCIP's Project policy for dealing with discipline and termination. This is not a list of every rule and regulation, but rather a description of the general project policy for dealing with employees who engage in unacceptable conduct.
- D. Corrective discipline is normally the responsibility of the job foreman or superintendent. One purpose of discipline is to motivate an employee to change his/her behavior. Discipline can be effective in helping an employee develop a more acceptable level of job performance. In every case, the Program Manager reserves the right, in its sole discretion, to determine the appropriate level of discipline.
- E. In the event that discipline is considered, the foreman or superintendent will identify the severity of the problem and determine the appropriate level of discipline. The Program Manager and Contractor's recognize 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.

- F. 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.
- G. 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.
- H. Discharge of an employee will be considered if the desired change in an employee's conduct is not accomplished through prior actions.
- I. 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.
- J. In any given case, the Program Manager or the Contractor may find it appropriate to impose greater or lesser disciplinary action, based on individual circumstances.
- K. 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.
- L. Nothing in this policy alters an employee's status as an "at will" employee or creates any contractual rights, either expressed or implied. The Program Manager will apply this Policy in a matter that is consistent with the requirements appropriate to local, state and federal laws.
- M. This policy will remain in effect until it is changed or updated by the Program Manager.

8.8 DESIGNATED PROVIDER LIST

- A. When the Contractor has been notified of an on the job injury, the Contractor shall provide the injured worker with a written designated provider list provided by the insurer (The Hartford), from which the injured worker may select a physician. See Appendix S for Designated Provider List.
- B. The injured employee or employer must complete the Authorization Form in Appendix T upon arrival at the OccMed Colorado clinic.
- C. In an emergency situation the injured worker shall be taken to any physician or medical facility that is able to provide the necessary care. When emergency care is no longer required the provisions of paragraph (A) apply.
- D. If the injured worker is away from the worker's usual place of employment at the time of the injury, the injured worker may be referred to a physician in the vicinity where the injury occurred who can attend to the injury. Within seven (7) business days following the date the Contractor has notice of the injury the Contractor shall comply with the provisions of paragraph (A).

8.9 *TRANSITIONAL DUTY*

- A. The Contractor and its Subcontractors of any tier shall provide a Transitional Duty program (also known a "Return-to-Work" "Light Duty" or "Modified Work") to any injured employee who is released by a medical doctor to return-to-work with restrictions, or for modified or alternative work. Restricted Duty shall be an assignment provided to an employee who, because of a job-related injury or illness, is physically or mentally unable to perform all or any part of his/her normal assignment during all or any part of the normal workday or shift for a minimum duration of 90 days.
- 1) All work related injuries must be reported to the affected worker's supervisor, the Contractor and the Program Safety Manager immediately.
 - 2) If any employee has any doubt as to where to go for medical treatment for a job-related injury, they must contact the Contractor. All employees must report to one of the designated providers listed in Appendix S
 - 3) Project policy is to return Contractor employees to work as soon as possible after a job-related injury or illness has occurred. All possible opportunities will be considered to provide Transitional Duty Assignments.
 - 4) When an injured employee returns to work, all physical and mental limitations must be evaluated so that additional injury or aggravation does not occur. The safety of other employees working with the injured individual must also be considered.
 - 5) The program safety manager, claims coordinator, and the insurance carrier will evaluate all injuries and illnesses on case-by-case basis.
 - 6) Injured employees may return to work on Transitional Duty under the following circumstances:
 - i. The employee's attending physician has determined the physical restrictions.
 - ii. The Contractor has a task that can be assigned that meets the restrictions.
 - iii. The Contractor's Project Managers, Supervisors, and Foreman are informed of the injured employee's restrictions.
 - 7) The employee must receive full medical release from a physician before resuming normal work activities, which would violate medical restrictions.
 - 8) No employee on Transitional Duty will be allowed to work more than (40) forty-hours per week.
 - 9) The injured employee will remain on the project where the injury occurred while on transitional duty.
 - 10) When injured employees are off duty they shall follow work restrictions.
 - 11) The Contractor and/or Subcontractors shall discuss employee injury management protocol with Arthur J. Gallagher Representative Kendall Trump (303) 889-2570 prior to any injured employee being laid-off or terminated from a Transitional Duty program.

8.10 *SAFETY AWARENESS*

- A. 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. The Contractor is responsible for developing

and submitting innovative ideas for campaign suggestions for implementation. Safety awareness program initiatives may include:

- 1) Project specific safety stickers
- 2) Volunteer safety stewards
- 3) Safety posters
- 4) Days at Zero signs at entrances, lunchrooms, etc.
- 5) Guest speakers for employee meetings
- 6) Banners addressing specific hazards on the project
- 7) Whiteboards for employees to identify *Today's Biggest Risk in This Area*

8.11 THIRD PARTY INSPECTIONS

- A. In addition to visits and inspections by the Contractor's representatives, the Contractor is advised that the project may be inspected from time to time by authorized third parties. Among others so authorized are representatives of the owner, its agents and insurance companies.
- 1) Timely notification of third party inspections will be provided by the Program Manager. The Contractor's site safety representative is required to attend and participate in these inspections.
 - i. Contractor representatives will have an opportunity to review and discuss inspection results prior to the departure of third party representatives from the project site.

8.12 OSHA INSPECTIONS

- A. 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 impending inspection, contact the ROCIP Safety Team so a representative of the ROCIP Safety Team can be present during the actual inspection. It is the ROCIP Safety Teams policy to fully cooperate with OSHA compliance officers.

APPENDIX A MODEL SITE SPECIFIC SAFETY PLAN (SSSP)

INSTRUCTIONS FOR THIS MODEL PROGRAM Every Contractor & Subcontractor, and their Subcontractors, must establish, implement and maintain a written site specific safety plan (SSSP) and a copy must be maintained at each work site. The Contractor & Subcontractor must comply with the contract and must complete the model program to detail specific issues relating to the following elements:

- Accountability/Responsibility/Key Line Personnel to include Site Safety Representative
- Statement of Contractor's Safety and Health Policy
- Identification of Competent/Qualified Persons
- Scope of Work Evaluation
- Hazard/Risk/Exposure Assessment
- Control Measures/Job Hazard Analysis/Pre-Task Planning Activities
- Subcontractor Periodic Safety Audits/Inspections
- Subcontractor's Weekly Safety Planning – Weekly Look Ahead Plan
- Compliance Requirements and Policy
- Written Progressive Disciplinary Program
- Hazard Correction System
- Training and Instruction
- Project Site Orientation
- Communication System
- Recordkeeping
- Accident/Exposure Investigation
- Crisis Management Plan
- Site-Specific Medical Emergency Plan
- Written Hazard Communication Program
- Written Trenching and Shoring Plan (if applicable)
- Written 100% Fall Protection Plan (if applicable)
- Other written programs as specified by regulatory agency or ROCIP Safety Manual

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 site specific safety plan on this Project. Proper use of this model program requires the Project Manager/Superintendent of your firm to carefully review the requirements for each of the SSSP elements found in this model. Should your firm choose to utilize this model 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: Contact No.

Manager/Superintendent: Contact No.

Safety Representative/Manager: Contact No.

Field Supervisors or forepersons: Contact No.

Program Manager POC: Contact No.

Provide 24/7 phone numbers for key personnel.

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** List Hazards and Exposures here 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 Hazards Analysis developed.

6. **Control Measures/Activity Hazard Analysis** (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:

- Daily
- When we initially establish our SSSP;
- 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 Tw-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 that 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 Progressive Disciplinary Program** (Explain or attach written program)

11. **Hazard Correction Policy** Unsafe or unhealthy 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 exists which cannot be immediately abated without endangering employees or property, we will remove all exposed workers from the

area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition must be provided with the necessary protection; and

- All such actions taken and dates they are completed must be documented 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.

Workplace safety and health practices for all locations include, but are not limited to, the following:

- Explanation of the employer's SSSP, HRT JV Project Safety Manual, 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 appropriate clothing, including gloves, footwear, and personal protective equipment.
- Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- Availability of toilet, hand-washing, and drinking water facilities.
- Provisions for medical services and first aid including emergency procedures.

In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

13. Employee Orientation Program We orient our workers about the following checked subjects:

- ROCIP safety requirements
- The employer's code of safe practices.
- Road and highway safety practices

- Confined spaces.
- Safe practices for operating any equipment.
- Good housekeeping, fire prevention
- Safe procedures for cleaning, repairing, servicing and adjusting equipment and machinery.
- Safe access to working areas.
- Electrical hazards, including working around high voltage lines.
- Crane operations.
- Trenching and excavation work.
- Proper use of powered tools.
- Guarding of belts and pulleys, gears and sprockets, and conveyor nip points.
- Machine, machine parts, and prime movers guarding.
- Lockout/tagout procedures.
- Materials handling.
- Chainsaw and other power tool operation.
- Unsafe weather conditions.
- Rigging and communication.
- Landing and loading areas, including release of rigging, landing layout, moving vehicles and equipment, truck locating, loading and shipping.
- Fall protection from elevated locations.
- Use of elevated platforms
- Driver safety.
- Slips, falls, and back injuries.
- Ergonomic hazards, including proper lifting techniques and working on ladders or in a stooped posture for prolonged periods at one time.
- Personal protective equipment.
- Respiratory Equipment.
- Hazardous chemical exposures.
- Hazard communication.
- Physical hazards, such as heat stress, noise, and ionizing and non-ionizing radiation.
- Laboratory safety.
- Bloodborne pathogens and other biological hazards.
- Other job-specific hazards, such as _____

14. **Employee Communication System and Policy** We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. 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.
 - Other:
-
-

15. **Recordkeeping Policy** We have taken the following steps to document the implementation of our 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 Investigations Policy** Procedures for investigating workplace accidents include:

- Responding to the accident scene as soon as possible;
- Reporting immediately to the appropriate Program Manager point-of-contact and ROCIP
- Interviewing injured workers and witnesses;
- 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
- Post-accident substance abuse testing.

17. **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 and MSDSs)
20. **Written Trenching and Shoring Plan** (Attach if applicable)
21. **Written 100% Fall Protection Plan** (Attach if applicable)
22. **Attach other written programs as required by regulation and applicable to this project.**
23. **List of Attachments**
 - Daily Safety Inspection Record
 - Accident Inspection Report Form
 - Sample Training Record
 - Subcontractors Weekly Safety Planning Submission

Job Hazard Analysis (JHA) Example

JHA #: 001	Overall Risk Assessment Code (RAC) (Use highest code)	H
Activity/Work Task: Setting Forms for Sidewalk and pouring concrete	Risk Assessment Code (RAC) Matrix	
Date Prepared : 01/01/2011	Probability	
Prepared by: W. Jones	Frequent (F)	Unlikely (U)
Reviewed by: B. Smith	Likely (L)	Seldom (S)
Notes: (Field Notes, Review Comments, etc.):	Occasional (O)	Unlikely (U)
References : SSSP, Excavation Checklist,	Severely	RAC Chart
	Catastrophic (C)	E = Extremely High Risk
	Critical (Cr)	H = High Risk
	Marginal (M)	M = Moderate Risk
	Negligible (N)	L = Low Risk
	Step 1: Review each "Hazard" with identified safety "Controls" and determine RAC (See above). The RAC is developed after correctly identifying all the hazards and fully implementing all controls.	
	P "Probability" 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).	
	S "Severity" 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)	
	Step 2: Identify the RAC (Probability/Severity) as E, H, M, or L for each "Hazard" on AHA. Annotate the overall highest RAC at the top of AHA.	

Job Steps	Hazards	Controls	P	S	RAC
Grade and level area with earth moving equipment	Struck by moving equipment (confined/restrictive area with a lot of mobile equipment operating)	<ul style="list-style-type: none"> • Hi-Viz vests required • Operable back up alarm • Do not approach equipment in operation unless operator gives positive indication that it is okay. • Use spotter if necessary • Barricade work area if necessary 	S	CR	H
Laser equipment used for reference leveling	Eye damage	<ul style="list-style-type: none"> • Turn off laser equipment when not in use • Instruct EE's on hazards of looking at the laser emitting device • Coordinate with Airport Operations/FAA 	U	N	L
Performing tasks in excavation	Interference with FAA NAVAID systems Trench Collapse - South end of sidewalk footprint is 6' below existing grade in type C soil	<ul style="list-style-type: none"> • Slope excavation to a 1 ½ to 1 ratio • Install ladder for egress • Inspect excavation regularly by competent person 	U	C	M
			U	M	L

Job Steps	Hazards	Controls	P	S	RAC
Cutting wood forms with circular saw	Lacerations Noise Splinters	<ul style="list-style-type: none"> Use saw horses to hold material while cutting Inspect saw- blade sharp, guards in place Wear N-29 hearing protection Wear leather work gloves 	O	M	M
Setting and securing forms with rebar stakes	Struck by hammer Impalement on rebar stakes	<ul style="list-style-type: none"> Clear others of area Install impalement protection when stakes are installed 	U	M	L
Pouring/finishing concrete	Struck by moving concrete trucks or pumper Struck by concrete pumper hose Concrete burns	<ul style="list-style-type: none"> Hi-Viz vests required Operable back up alarm Do not approach equipment in operation unless operator gives positive indication that it is okay. Use spotter if necessary Only trained EE's will handle the whip hose. Concrete pump operator and EE handling whip hose will coordinate hand signals. Proper PPE-safety glasses, rubber gloves/boots, long sleeve shirt Water be available to wash concrete from skin 	S	CR	H
Equipment to be Used	Training Requirements/Competent or Qualified Personnel	Inspection Requirements			
Dozer	J. Crew-Qualified Operator	Daily equipment inspection			
	D. Martin – Competent Person for Excavations	Frequently inspect excavation			

APPENDIX D RISK MITIGATION TWO WEEK LOOK AHEAD

South Terminal Redevelopment Program

RISK MITIGATION/TWO WEEK LOOK AHEAD

DATE:

CM/GC:
Sub Contractors (if necessary):

PM:
Phone:
Report Prepared by:

CONSTRUCTION LOOK AHEAD								
Scheduled Start	Duration	Description of Work	Identified Risks/Hazards	Control Measures	Potential Impacts (Public/Stakeholders)	Coordination Required (Stakeholders)	Support/Phone	Doc/MIHT #
Week One								
Week Two								

ADDITIONAL LOOK AHEAD	
Additional Job Hazard Analysis Required	
Subs Mobilized/Demobilized	
Audits/Inspections Scheduled	
Competent Persons Changes Planned	
Orientation/Training	
Upcoming Procurements	

Email Report:
 phil.lisworth@parsons.com
 jason.jeffries@parsons.com
 kelli.kelly@parsons.com
 amy.ford@belaycommunications.com

ADDITIONAL COMMENTS (Major anticipated activities & issues, 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 Wk Look Ahead, Daily PreTask Planning Sheet, Job Hazard Analysis	
	Fall Protection/Guardrails/Scaffolding/Ladders		Permits (Excavation/Scaffolding/Demolition/Traffic/Confined Space/etc.)	

Additional Project Concerns:

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 configuration
 - 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 _____ lbs

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. Crane capacity at radius: over rear _____ lbs
over side _____ lbs / over front _____ lbs
6. Boom angle at pickup _____ ft / set down _____ ft
7. Max. rated capacity of crane at this boom length, radius and boom angle for this lift _____ lbs
8. Max. load on crane for this lift is _____ lbs
9. 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 _____ lbs

E. Rigging

1. Sling configuration (chocker, 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? _____
- A. Distance to nearest overhead power line? _____
- B. Buildings, equipment, plant, or services to lift or swing over? _____
- C. Crane travel during lift? _____
- D. Swing direction? _____
- E. 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 in close proximity to 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:

(Contractor) Joint Venture Date

(Contractor) Date

APPENDIX H SUSPENDED PERSONNEL PLATFORM CHECKLIST

SUSPENDED PERSONNEL PLATFORM CHECKLIST

Date	Competent Person:	
Crane Make:	Model:	Serial Number:
Equipment Number:	Hours:	Crane Capacity:
Crane Type:	Hydraulic	Conventional
(1.) CRANE REQUIREMENTS		
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 manbasket 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 works. 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.
(2.) RIGGING REQUIREMENTS		
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 manbasket 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.

(3.) MANBASKET REQUIREMENTS		
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 manbasket.
No	Yes	The maximum rated load and maximum capacity is posted on a permanently affixed plate on the manbasket.
No	Yes	The guardrail designed to enclose the platform is provided and is enclosed from the toeboard 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 manbasket 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 manbasket 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 manbasket will be operating; for example, power lines or areas where the manbasket 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 manbasket is working near electrical lines or devices, the minimum working clearances shall be at least twice those for material handling operations.
No	Yes	A manbasket use authorization has been issued dated and properly signed for the task at hand.
No	Yes	The manbasket 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 manbasket 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 manbasket 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 manbasket 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 manbasket.
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 manbasket 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 manbasket 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 chords, 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 manbasket.
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 Chart 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 _____

Cr Operator Signature _____

Rigger Signature: _____

Lift Supr Signature: _____

APPENDIX I VISITOR'S WAIVER AND RELEASE

The Department of Aviation 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 his/her 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 a badged 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 from the **Program Manager**.
14. Do not lean on or reach beyond any handrails or barricades.
15. Report any hazards to the **Program Manager** 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 303-342-4211 in the event of an emergency

I agree to abide by the Instructions set forth above.

Date

Visitor's Signature

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, Program Manager, 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 licensee, 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: _____

Escort's Badge No.: _____

APPENDIX J SAMPLE HEAT ILLNESS PROGRAM

(Name of Company)

Heat Illness Policy and Procedure

The company recognizes that during certain times of the year employees may be exposed to working in excessive temperatures which may create the risk of heat stress and illness. Acknowledging this exposure, the company has established a “Heat Illness Policy and Procedure” plan to educate and monitor employees from heat-related illness.

Employees are responsible for following these guidelines and maintaining a healthy nutritional balance.

Employees shall be monitored by foremen and superintendents, especially during the first few days of hot work seasons for signs of heat illness.

As a part of our orientation, employees shall be made aware of signs of heat stress and potential illness. Employees shall be made aware of acclimatization which is the process whereby a person gradually adapts to work in the heat when the exposure exists. Acclimatization peaks in most people within four to fourteen days of regular work for at least two hours per day in the heat.

It is the policy of (Name of Company) is to comply with at least the minimum requirements established by State and Federal agencies with respect to preventing our employees from heat illness.

A. Training

1. Effective training in the following topics shall be provided to all supervisory and non-supervisory employees before the employee begins work that should reasonably be anticipated to result in exposure to the risk of heat illness:
 - a. The environmental and personal risk factors for heat illness;
 - b. The company’s procedures for complying with the requirements of the heat illness standard;
 - c. The importance of frequent consumption of small quantities of water, up to 4 cups per hour, when the work environment is hot and employees are likely to be sweating more than usual in the performance of their duties;
 - d. The importance of acclimatization;
 - e. The different types of heat illness and the common signs and symptoms of heat illness;
 - f. The importance to employees of immediately reporting to their foreman or superintendent, symptoms or signs of heat illness in themselves, or with co-workers;
 - g. The company’s procedures for responding to symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary;
 - h. The company’s procedures for contacting emergency medical services, and if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider;

- i. The company's procedures for ensuring that, in the event of an emergency, clear and precise direction to the work site can and will be provided as needed to emergency responders.
2. The company shall provide supervisory training prior to assignment to supervision of employees working in the heat. Training will be provided on the following topics:
 - a. Information covered in A (1) "a." through "i." in this policy as described above.
 - b. The procedures a supervisor is to follow to implement the applicable parts in this policy.
 - c. The procedures a supervisor will follow when an employee exhibits symptoms consistent with possible heat illness, including emergency response procedures.

B. Water

1. Employees shall have access to potable drinking and meet the following requirements:
 - a. Where water for consumption is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift.
 - b. The shift may begin with smaller quantities of water if the project has effective procedures for replenishment during the shift as needed to allow employees to drink one quart or more per hour.
 - c. The frequent drinking of water shall be encouraged.
 - d. Water containers shall be sealed to prevent contamination.
 - e. A designated person shall check the water level of containers every thirty minutes and more frequently when the temperature exceeds 90 degrees. When the water level drops below 50%, the container shall be refilled with cool water. To accomplish this task the designated person will carry additional water containers to replace the water.
 - f. When the temperature exceeds 90 degrees, the designated person will carry ice in separate containers so that when necessary, it will be added to the drinking water to keep it cool.
 - g. The designated person will bring paper cone rims or bags of disposable cups and the necessary cup dispensers to ensure that enough disposable cups are made available for each worker and are kept clean until used.
 - h. The designated person will check the work site and place the water as close as possible to the workers (i.e. no more than 50 feet from the workers). If field terrain prevents the water from being placed as close as possible to the workers, the designated person will bring bottled water or individual containers (in addition to disposable cups and water containers), so that workers can have drinking water readily accessible. The designated person will ensure that the water containers are relocated to follow along as the crew moves.
 - i. The designated person will point out daily the location of the water coolers to the workers and remind them to drink water frequently. When the temperature exceeds or is expected to exceed 90 degrees, the designated person will hold a brief 'tailgate' meeting each morning to review with employees the importance of drinking water, the number and schedule of water and rest breaks and the signs
 - j. When the temperature equals or exceeds 95 degrees Fahrenheit or during a heat wave, the designated person will increase the number of water breaks, and will remind workers throughout the work shift to drink water.

C. Shade

1. Employees suffering from heat illness or believing a preventative recovery period is needed, shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling for a period of no less than five minutes. When the outdoor temperature in the work area does not exceed 85 degrees Fahrenheit (Company Name) shall either provide shade as per (a) below or provide timely access to shade upon an employee's request.
 - a. Access to shade shall be permitted at all times when the temperature exceeds 85 degrees. When the outdoor temperature in the work area exceeds 85 degrees, (Company Name) shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling. The amount of shade present shall be at least enough to accommodate 25% of the employees on the shift at any time, so that they can sit for at least 5 (five) minutes in a normal posture, fully in the shade without having to be in physical contact with each other or direct contact with the ground. Chairs, benches, sheets or towels shall be provided for seating. The shaded area shall be located as close as practicable to the areas where employees are working.
 - b. Cooling measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the company or project can demonstrate that these measures are at least as effective as shade in allowing employees to cool.
 - c. Employees are allowed and encouraged to take a cool-down rest in the shade for a period of no less than five minutes at a time when they feel the need to do so to protect themselves from overheating.
 - d. In situations where trees, vegetation or structures may be used to provide shade, the designated person will evaluate the thickness and shape of the shaded area (given the changing angles of the sun during the entire shift), before assuming that sufficient shadow is being cast to protect employees.
 - e. In situations where it is not safe to provide shade (example winds of more than 40 mph), the designated person will document how this determination was made, and what steps will be taken to provide shade upon request.
 - f. In situations where it is not safe or feasible to provide shade, the designated person will document how this determination was made, and what steps will be taken to provide shade upon request or other alternative cooling measures with equivalent protection.

D. Monitoring the Weather

1. Procedures for monitoring the weather shall include but not be limited to the following:
 - a. Two weeks in advance (or with as many days in advance as possible), (Company Name) Superintendent will go on the internet (www.nws.noaa.gov), call the National Weather Service or check the Weather Channel TV Network to view the extended weather forecast in order to plan in advance the work schedule, know whether a heat wave is expected and if additional schedule modifications will be necessary. This type of advance planning shall take place in the Summer months.
 - b. Prior to each workday, the designated person will review the forecasted temperature and humidity for the worksite and compare it against the National Weather service Heat Index to evaluate the risk level for heat illness, for instance whether or not workers will be exposed at a temperature and humidity characterized as either "extreme caution" or "extreme danger" for heat illnesses such as heat stroke. It is important to keep in mind that

the temperature at which these warnings occur must be lowered as much as 15 degrees if the workers under consideration are in direct sunlight.

- c. Prior to each workday, the designated person will be responsible for monitoring the weather (using www.nws.noaa.gov or with the aid of a simple thermometer) at the worksite. This critical weather information will be taken into consideration, to determine when it will be necessary to make modifications to the work schedule (such as stopping work early, rescheduling the job, working at night or during the cooler hours of the day, increasing the number of water and rest breaks).
- d. The designated person will be responsible for using a thermometer at the jobsite and checking the temperature every 60 minutes to monitor for sudden increases in temperature, to ensure that once the temperature exceeds 85 degrees, the shade structures are opened and accessible to the workers and to make certain that once the temperature equals or exceeds 95 degrees additional preventive measures such as the High Heat Procedures are implemented as described in Part E of this document.

E. High-Heat Procedures.

1. (Company) shall implement high-heat procedures when the temperature equals or exceeds 95 degrees. These procedures shall include the following to the extent practicable:
 - a. Ensuring that effective communication by voice, observation, or electronic means is maintained so that employees at the work site can contact a supervisor when necessary. An electronic device, such as a cell phone or text messaging device, may be used for this purpose only if reception in the area is reliable.
 - b. Observing employees for alertness and signs or symptoms of heat illness.
 - c. Reminding employees throughout the work shift to drink plenty of water.
 - d. Close supervision of a new employee by a supervisor or designee for the first 14 days of the employee's employment by the employer, unless the employee indicates at the time of hire that he or she has been doing similar outdoor work for at least 10 of the past 30 days for 4 or more hours per day.

F. Clothing

1. Employees should wear clothing appropriate for the work they are performing and should follow these guidelines:
 - a. Wear light-colored clothing of a fabric that is permeable to the air, such as cotton. Most synthetic materials do not provide adequate ventilation.
 - b. Generally, less clothing is desirable in hot environments, except when the air temperature exceeds 95 degrees Fahrenheit or when a person is standing next to a radiant heat source or exposed to the sun; in those instances, covering exposed skin is beneficial to reducing heat stress and sunburn.
 - c. Shorts are not permitted. Shirt sleeves will extend at least four inches in length. Tank tops and sleeveless shirts are not permitted. The Project Safety Specific Safety Plan may address additional requirements.

G. Emergency Response:

1. The procedures for emergency response and handling the sick are as follows but not limited to these guidelines.
 - a. Prior to assigning a crew to a particular worksite, the designated person will provide workers and the foreman a map along with clear and precise directions (such as streets or road names, distinguishing features and distances to major roads) of the site, to avoid a delay of emergency medical services.
 - b. Prior to assigning a crew to a particular worksite, the designated person will ensure that a qualified, appropriately trained and equipped person will be available at the site, to render first aid if necessary.
 - c. Prior to the start of the shift, the designated person will determine if a language barrier is present at the site and take steps to ensure that emergency medical services can be immediately called in the event of an emergency.
 - d. All foremen and supervisors will carry cell phones or other means of communication, to ensure that emergency medical services can be called and check that these are functional at the worksite prior to each shift.
 - e. When an employee is showing symptoms of possible heat illness, the designated person will take immediate steps to keep the stricken employee cool and comfortable once emergency service responders have been called (this will be done to reduce the progression to more serious illness).
 - f. At remote locations or undeveloped areas, the designated person will assign an employee or employees to physically go to the nearest road or highway where they can be seen by emergency responders. If daylight is diminished, the designated employee(s) shall be issued a high visibility Type 2 or Type 3 vest, a vehicle (if necessary), and flashlights in order to direct emergency personnel to the location of the worksite, which may not be visible from the road or highway.
 - g. (Company Name) training for employees and supervisors will include every detail of these written emergency procedures.
2. Managing a sick employee or one who displays possible signs or symptoms of heat illness, the following procedures shall be used:
 - a. A trained first aid worker or supervisor will check the sick employee and determine whether resting in the shade and drinking cool water will suffice or if emergency service providers will need to be called.
 - b. The sick worker shall not be left alone in the shade, as he or she can take a turn for the worse.
 - c. While the ambulance is in route, initiate first aid (cool the worker: place in the shade, remove excess layers of clothing, place ice pack in the armpits and join area and fan the victim).
 - d. A sick worker shall not be permitted to leave the site (unless being transported by ambulance or treatment has been started by paramedics) until they have been evaluated by an EMT or physician and released to return to work.
 - e. If an employee does not look OK and displays signs or symptoms of severe heat illness (loss of consciousness, incoherent speech, convulsions, red and hot face), and the worksite is located more than 20 min away from a hospital, call emergency service providers, communicate the signs and symptoms of the victim and request Air Ambulance.

- f. Treatment for heat cramps – Have the person rest in a cool place and provide cool water. Usually rest and fluids are all the person will need to recover. Lightly stretch the muscle and massage the area. When cramps stop, the person can usually start activity again if there are no other signs of illness. He or she should keep drinking plenty of fluids. Watch the person carefully for further signs of heat illness.
- g. Treatment for Heat Exhaustion and Heat Stroke – When you recognize heat-related illness in its early stages, you can usually reverse it. Get the person out of the heat. Loosen any tight clothing and apply cool, wet cloths, such as towels or sheets, taking care to remoisten the cloths periodically. Spraying the person with water and fanning is also beneficial. If the person is conscious, give them small amounts of cool water to drink.

Do not let a conscious person drink too quickly. Give about 4 ounces of water every 15 minutes. Let the person rest in a comfortable position and watch carefully for changes in their condition. The person should not resume normal activities the same day.

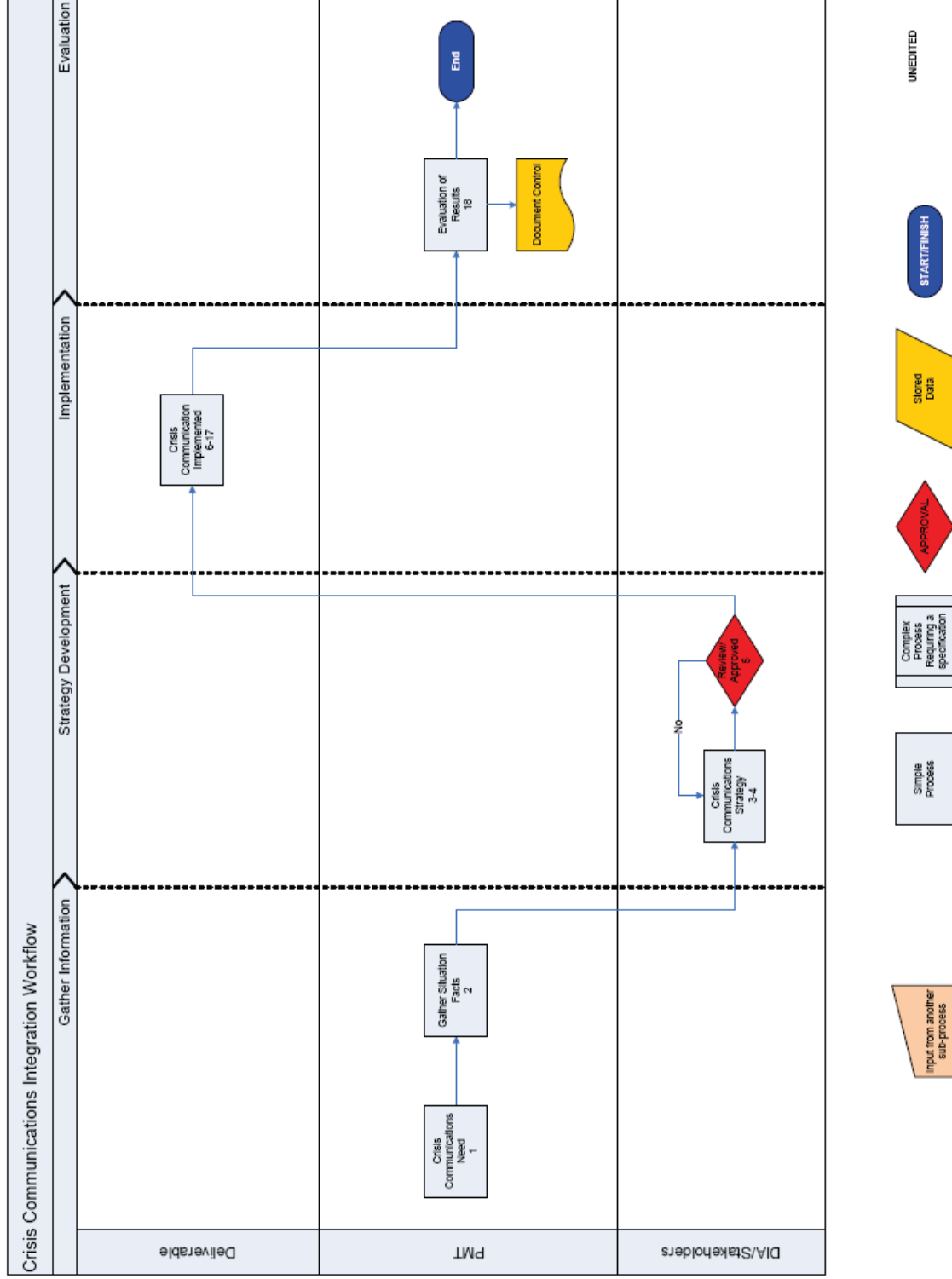
Refusing water, vomiting and changes in consciousness mean that the persons' condition is getting worse. Call 303-342-4211 immediately if you have not already done so. If the person vomits, stop giving fluids and place the person on their side. Watch for signs of breathing problems. Keep the person lying down and continue to cool the body any way you can. If you have ice packs or cold packs, place them on each of the persons' wrists and ankles, on the groin, in each armpit and on the neck to cool the large blood vessels. Use barriers, like towels or clothing, between the ice packs and the person to protect the skin.

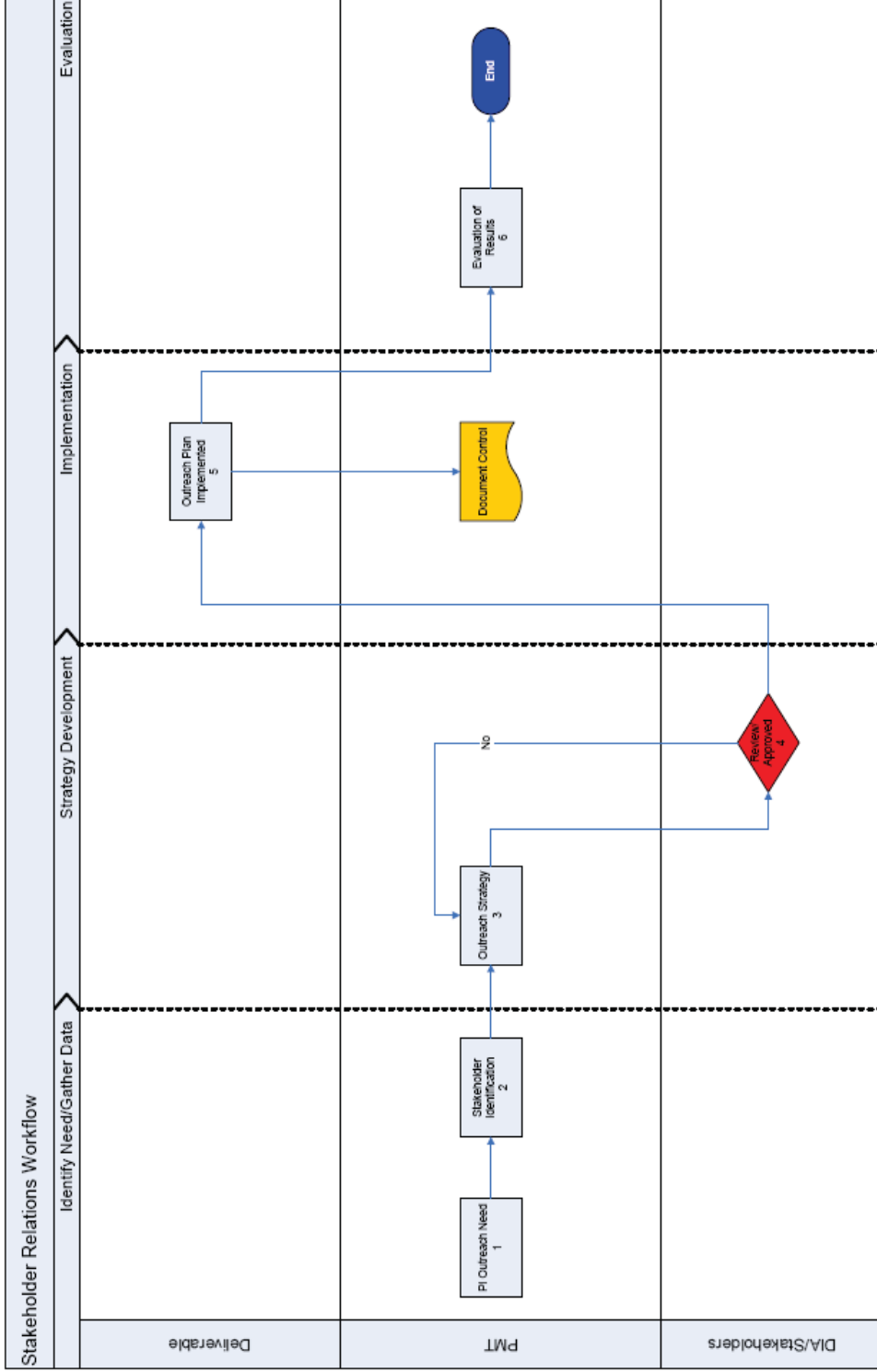
H. Definitions

1. The following definitions and terms are provided in this policy as determined by OSHA.
 - a. Acclimatization - Temporary adaptation of the body to the work to be performed in excessive heat that occurs gradually when a person is exposed to it. Acclimatization peaks in most people within four to fourteen days of regular work for at least two hours per day in the heat.
 - b. Environmental risk factors for heat illness - Working conditions that create the possibility that heat illness could occur, including air temperature, relative humidity, and radiant heat from the sun and other sources; conductive heat sources such as the ground, air movement, workload severity and duration, protective clothing and personal protective equipment worn by employees.
 - c. Heat cramps – Painful intermittent spasms of the voluntary muscles following hard physical labor in a hot environment. Cramps usually occur after heavy sweating and often begin at the end of a work shift.
 - d. Heat exhaustion – Profuse sweating, weakness, rapid pulse, dizziness, nausea, and headache. The skin is cool and sometimes pale and clammy with sweat. Body temperature is normal or subnormal. Nausea, vomiting and unconsciousness may occur.
 - e. Heat Illness - A serious medical condition resulting from the body's inability to cope with a particular heat load and may include heat cramps, heat exhaustion, heat syncope and heat stroke.

- f. Heat Stroke – Sweating is diminished or absent. The skin is hot, dry and flushed. Increased body temperature, which, if uncontrolled, may lead to delirium, convulsions, coma and death. Medical care is urgently needed.
- g. Personal risk factors for heat illness - Factors such as an individual's age, degree of acclimatization, health, water consumption, alcohol and caffeine consumption. Additional contributing factors are the use of prescribed medications that affect a body's fluid retention or other physiological responses to heat.
- h. Preventative recovery period - A period of time for recovery from heat to effectively prevent heat illness.
- i. Shade - The blocking of direct sunlight. Use of canopies, umbrellas and other temporary structures or devices may be used to provide shade. One indicator that blockage is sufficient is when objects do not cast a shadow in the area of blocked sunlight. Shade is not adequate when heat in the area of shade defeats the purpose of shade, which is intended to allow the body to cool. Avoid sources of shade such as metal sheds or parked cars/trucks that are sitting in the hot sun.
- j. Temperature - Unless otherwise noted, temperatures are rated at Fahrenheit

APPENDIX K CRISIS COMMUNICATIONS WORKFLOW

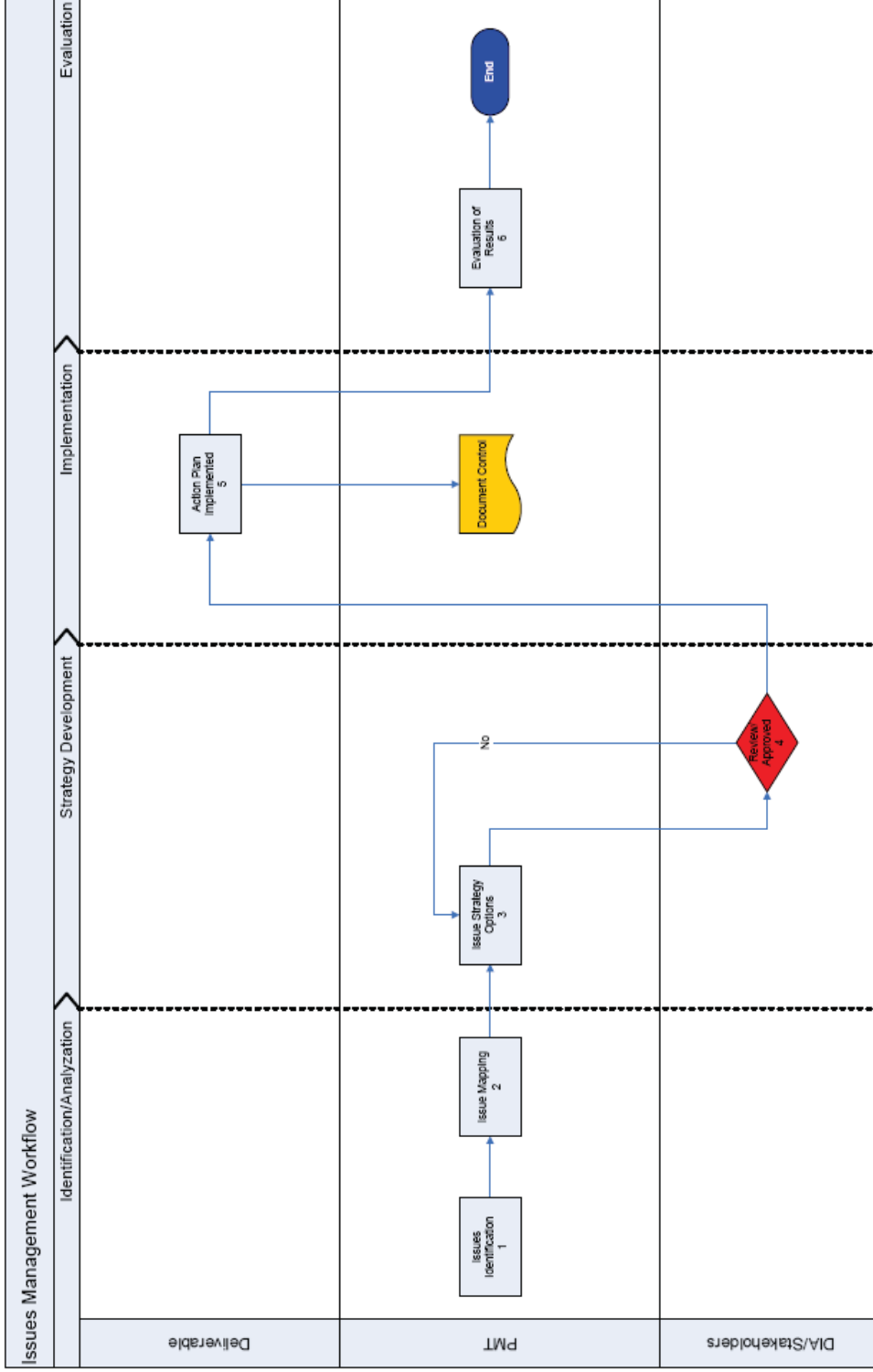




Role Legend:
 PMT – Program Management Team
 PM – Program Manager
 PCM – Project Controls Manager
 PCE – Project Controls Engineer
 BM – Business Manager
 DIA – Denver International Airport - Client
 QA – Quality
 MPR – Monthly Progress Report
 TOC – Table of Contents



UNEDITED



Role Legend:
 PMT – Program Management Team
 PM – Program Manager
 PCM – Project Controls Manager
 PCE – Project Controls Engineer
 BM – Business Manager
 DIA – Denver International Airport - Client
 QA – Quality
 MPR – Monthly Progress Report
 TOC – Table of Contents



APPENDIX L PROJECT SAFETY ORIENTATION TRAINING ACKNOWLEDGEMENT

	Badge #:
Name of Employee: (Print Name)	Date:
Company:	Person Conducting the Orientation:

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 work place 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:

By signing this site 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.

PM Session _____
Presenter Initial when training is complete

CMGC Session _____
Presenter initial when training is complete

APPENDIX M NEAR MISS REPORT FORM

Near Miss Report Form

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 DIA 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 O INVESTIGATION FORMS

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. Supervisors 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 Representative's Signature

Project Manager's Signature

Builders' Risk/General Liability Investigation Form

1. Names of parties involved	2. Contractors Name	3. Date/Time of Injury	4. Supervisors/Foreman Name
5. Description of incident			
6. Description of damages			
7. Contributing causes to incident			
8. Root cause of incident			
9. Probable Recurrence	<input type="checkbox"/> Frequent	<input type="checkbox"/> Occasional	<input type="checkbox"/> Rare
10. Loss Severity Potential	<input type="checkbox"/> Major	<input type="checkbox"/> Serious	<input type="checkbox"/> Minor
11. 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 Representative's Signature

Project Manager's Signature

APPENDIX P 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.

Signed: _____
 (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:

- Flammable and combustible materials cannot be moved 35' from the point of operation
- Wall or floor openings within the immediate work area expose combustible materials in adjacent areas, including concealed spaces in walls or floors
- 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, if required, during the hot work operation and for 30 minutes afterwards to verify that there are no live embers, sparks, or smoldering fires.

APPENDIX Q 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 R CONTRACTOR'S MONTHLY SAFETY REPORT

Contractor's Monthly Safety Report (Due 1st Tuesday of each month)

Contractor Name: _____

Contract Number: _____

Data for Month/Year of: _____

INCIDENT TYPES <i>(Includes all Subcontractors)</i>	Number of Cases/Claims			Project Goal	Rates		
	Current Month	Year to Date	Project to Date		National Average	Year to Date	Total Project
OSHA Recordable Incidents					4.3		
Lost Workday Incidents					1.6		
DART Incidents					2.3		
First Aid Incidents					2009 BLS Construction Data		
Near Misses Reported							
General Liability							
Builders Risk							
OSHA RECORDABLE AND FIRST AID INCIDENTS: <i>Please classify below and also complete on page 2 with details:</i>					Current Month	Year to Date	Project to Date
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)							
EMPLOYMENT INFORMATION <i>(Includes all Subcontractors)</i>							
Average Daily Number of Employee's (FTE's)							
Total Hours Worked by Employees							
PROJECT SAFETY ACTIVITIES							
Safety Orientations Completed							
Tool Box Meetings Completed							
Disciplinary Actions							
Number of Site Safety Inspections Completed							
Number of Supervisors/Foreman Participating in Site Safety Inspections							

Contractor Project Director/Manager Date

Contractor Site Safety Representative Date

DETAILS OF RECORDABLE AND FIRST AID INJURIES OR ILLNESSES FOR CURRENT MONTH: *For all injuries and illnesses listed on page 1.*

Date	Job Title/Craft	Brief Description	Corrective Actions Initiated

DETAILS OF GENERAL LIABILITY CLAIMS FOR CURRENT MONTH: *For all general liability claims listed on page 1*

Date	Brief Description	Corrective Actions Initiated

DETAILS OF BUILDERS RISK CLAIMS FOR CURRENT MONTH: *For all builders risk claims listed on page 1*

Date	Brief Description	Corrective Actions Initiated

APPENDIX S DESIGNATED PROVIDER LIST

NOTICE TO ALL EMPLOYEES

If you are injured on the job-

Take the following Steps:

- Notify your Supervisor/Foreman immediately.
- If you need medical attention, the providers listed are available for treatment.
- Patients will be seen on medical priority.
- For urgent care needs or after clinic hours, you may seek treatment from the hospital emergency room or the nearest qualified facility or provider.
- A Medical Treatment Authorization Form (see Appendix T for forms) must be completed beforehand and taken to clinic.

OccMed Colorado, LLC
 3449 Chambers Road, Suite B
 Aurora, Colorado 8011
 (720) 859-6139
 Mon-Fri 7:00a-5:00p

Concentra Aurora North
 15235 E. 38th Ave.
 Aurora, Colorado 80011
 (303) 340-3053
 Mon-Fri 8:00a-8:00p
 Sat 8:00a-4:00p

Midtown Occupational Health Services
 The Diamond Hill Complex
 2420 West 26th Ave. Bldg D, Suite 200
 Denver, Colorado 80211
 (303) 831-9393
 Mon-Fri 7:00a-6:00p

After hours/Emergency

University Hospital
 1635 Aurora Ct.
 Aurora, Colorado 80045
 (720) 848-1060



DIA OCIP Authorization Form

**3350 Peoria, Ste. 190 Aurora, CO 80010
 PH: 303-340-3053 FX: 303-340-3862**

Select Project _____

Patient's Name: _____

Employer/Contractor: _____ Phone: _____

Contractor Code: _____

Employer/Contractor Address: _____

Employer/Contractor Email: _____

Below Services Authorized by: _____

Date: _____ Title/phone: _____

POST ACCIDENT

- 10 panel Rapid Drug Screen – Bill to Subcontractor
- Injury Treatment – Bill to Sedgwick CMS
- Other: _____

REASONABLE SUSPICION – Bill Subcontractor NOT PROJECT

- 10 Panel Rapid Drug Screen
- Breathalyzer
- Other: _____

INJURY TREATMENT – Bill Sedgwick CMS

Date of Injury: _____

Part of body injured: _____

DOT Reportable Injury: Yes: _____ No: _____

NOTES: _____

****DIA Safety Manager: Keith Williams PH: 303-342-2132
 keith.williams@flydenver.com**



DIA ROCIP-APPROVED CAPITAL IMPROVEMENT PROJECTS

Employee Name: _____
 Employer/Contractor: _____ Phone: _____
 DIA Project: _____
 Contractor Code: _____
 Employer/Contractor Address: _____
 Employer Contractor Email: _____
 Below Services Authorized by: _____
 Title: _____ Telephone Number: _____ Date: _____

POST ACCIDENT

____ 10 Panel Rapid Drug Screen (bill to Subcontractor)
 ____ Injury Treatment-Bill to The Hartford
 ____ Other: _____

REASONABLE SUSPICION-Bill Subcontractor

____ 10 Panel Rapid Drug Screen (bill to Subcontractor)
 ____ Breathalyzer
 ____ Other: _____

INJURY TREATMENT-Bill The Hartford

Date of Injury: _____
 Body Part Injured: _____
 Reportable Injury: Yes _____ No _____
 Notes: _____

Please go to Midtown Occupational Health Services for medical services and/or treatment.

Midtown Occupational Health Services, PC
 The Diamond Hill Complex
 2420 West 26th Avenue, Building D, Suite 200
 Denver, CO 80211
 M-F, 7 a.m.-6 p.m.
 (303) 811-9393

Project Coordinator: Kendall Trump 303.889.2570 (Kendall_Trump@oahs.com)



**DENVER INTERNATIONAL AIRPORT
PARTIAL LIEN RELEASE – CONSTRUCTION
(Subcontractor)**

Project: _____ Date: _____

City Contract No. _____ Current Subcontract
Amount: \$ _____

FROM: (1) Last Progress Payment for billing
Subcontractor _____ period ending _____ 20__

Address: _____ \$ _____

City/State: _____ (2) Progress invoiced for previous billing
period (if unpaid) _____ 20__

Telephone: _____ \$ _____

TO: (3) Progress invoiced for current billing
Contractor _____ period ending _____ 20__

Address: _____ \$ _____

City/State: _____ (4) **Total Paid to Date:**
\$ _____

() MBE/WBE () SBE () DBE () Non

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 to date.

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 to date.

The Undersigned hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment, less retainage, for all labor, services, material and supplies which the undersigned has provided for use in and upon the project described above through _____

, 20__ and, (2) hereby releases the Contractor, surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date, except for the withheld retainage.

The Undersigned also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project through _____, 20__, except for withheld retainage after it has received full payment, less retainage, of the amount invoiced for the current billing period.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify 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.

Subcontractor: _____

Certified by: _____

Title: _____

Date: _____



**DENVER INTERNATIONAL AIRPORT
FINAL LIEN RELEASE – CONSTRUCTION
(Subcontractor)**

Project: _____

Date: _____

City Contract No. _____

Subcontractor Contract No. _____

FROM:

Subcontractor: _____

Dated: _____, 20__

(1) Last Progress Payment for billing
period ending _____, 20__

Address: _____

\$ _____

City/State: _____

(2) Does not apply

Telephone: _____

TO:

Contractor: _____

(3) Does not apply

Address: _____

City/State: _____

(4) **Total Paid to Date:**
\$ _____

SBE DBE MBE WBE Non

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.

The undersigned Subcontractor hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment for all labor, services, materials and supplies which the undersigned has provided for use in and upon the project described above through _____, 20__ and, (2) hereby releases the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date.

The Subcontractor also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify 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.

Subcontractor: _____

Certified by: _____

Title: _____

Date: _____

**CITY AND COUNTY OF DENVER
RULES AND REGULATIONS AND PROPOSAL CONDITIONS
OF THE
MANAGER OF PUBLIC WORKS**

**PERTAINING TO EQUAL EMPLOYMENT OPPORTUNITY
IN THE CITY AND COUNTY OF DENVER**

APPROVED FOR LEGALITY

APPROVED AND ADOPTED:

/s/

/s/

Attorney for the City and County of Denver

Manager of Public Works

Adopted and Published Pursuant to Article III, Division 2 of Chapter 28
of the
Revised Municipal Code
of the
City and County of Denver

These Rules and Regulations cancel
and supersede any and all previously
issued Rules and Regulations on the Subject.

Revised November 1, 1990

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Promulgated and adopted by the Manager of Public Works pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of insuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age religion, material 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 means the Manager of Public Works for the City and County of Denver.
- C. “Contract” means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any 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 Contract Compliance.
- 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. “Bidding Specifications” as used in Article III, Division 2 of Chapter 28 of the Revised Municipal Code shall include BID CONDITIONS, 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. “Office of Contract Compliance” 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 Denver 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 Denver 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 Contract Compliance 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 Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Denver Revised Municipal Code and by the Manager. The Director of Contract Compliance or designated representatives shall inform proposers 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 Contract Compliance; 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 Contract Compliance 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 Contract Compliance to determine the affirmative action capability of proposers, contractors and subcontractors and to recommend to the Manager the award of contracts to those proposers, 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 Contract Compliance 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 proposals 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.

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 15 days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

1. APPENDIX E: The Proposal 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 in every non-exempt contract involving the use of federal funds.
2. APPENDIX F: The Proposal Conditions - Affirmative Action Requirements - Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION MANAGEMENT DIVISION**

**APPENDIX A
CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE
ALL CONTRACTS**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each Contractor will comply with all provisions of Article ,Division 2 of Chapter 28 of the Denver Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager of Public Works and the Director of the Mayor's Office of Contract Compliance.
5. The Contractor will furnish all information and reports required by Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to the Contractors 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 m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, or by rules, regulations, or order of the Manager of Public Works.

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 of Chapter 28 of the Denver Revised Municipal Code, so that such provisions will take such action with respect to any subcontractor or supplies. 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 of Public Works and the Director of Contract Compliance in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager of Public Works, and will furnish the Manager of Public Works and the Director of Contract Compliance 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 Denver 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 of Public Works and Director of Contract Compliance. In addition, the Contractor agrees that failure or refusal to comply with these undertakings the Manager of Public Works 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.

APPENDIX F
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

For all Non-Exempt Construction Contracts to be awarded
by the City and County of Denver, Department of Public Works

NOTICE

EACH PROPOSER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS OF THESE PROPOSAL 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 PROPOSAL 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 PROPOSAL CONDITIONS.

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

Contractors shall be subject to the provisions and requirements of these bid conditions including the goals and timetables for minority* and female utilization, and specific affirmative action steps set forth by the Mayor's Office of Contract Compliance. 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
21.7% - 23.5%	6.9%

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

If contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority and female utilization in its aggregate workforce A contractor, who fails to comply with its obligation under the Equal Opportunity Clause of its contract and fails to achieve its commitments to the goals for minority and female utilization has the burden of proving that it has engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.
- c. The Contractor should have promptly notified the Department of Public Works, and the Mayor's Office of Contract Compliance 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 as 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 Mayor's Office of Contract Compliance 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. NONDISCRIMINATION:

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 m, Division 2 of Chapter 28 of the Denver 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 Mayor's Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and is therefore a "responsible prospective contractor".

3. The Mayor's Office of Contract Compliance shall review the Contractor's employment practices during the performance of the contract, If the Mayor's Office of Contract Compliance 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 Division 2 of Chapter 28 of the Denver Revised Municipal Code. It is the policy of the Department of Public Works that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, such Contractors cannot be considered to be in compliance with Article m, Division 2 of Chapter 28 of the Denver 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 subcontractors 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 Proposal 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 contractor contract modification subject to Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" Proposer 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 of Chapter 28 of the Denver 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 m, Division 2 of Chapter 28 of the Denver 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 provisions of these Bid Conditions as shall be required by the Mayor's Office of Contract Compliance.
5. Requests for exemptions from these Proposal Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director of the Mayor's Office of Contract Compliance.

Appendix No. 1

Standard Federal Assurances and Nondiscrimination

APPENDIX 1(A)

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, and the term "sponsor" shall mean the "City." During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations. The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. Nondiscrimination. The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Contractor will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. Incorporation of Provisions. The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and

leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 1(C)

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term “sponsor” will mean City.

Concessionaire, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX 1(D)

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES

As used below, the term “sponsor” will mean City.

- A. Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX 1(E)

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

APPENDIX 2

DISADVANTAGED BUSINESS ENTERPRISES- REQUIRED STATEMENTS

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

Contract Assurance (§ 26.13) – The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts.

Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) – The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from Contractor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the sponsor. This clause applies to both DBE and non-DBE subcontractors.