

**DESIGN-BUILD SERVICES FOR 56TH AVENUE WIDENING
FROM PEORIA STREET TO PEÑA BOULEVARD**

DESIGN-BUILD CONTRACT

Contract Control Number: 202160979

THIS DESIGN-BUILD CONTRACT (“Design-Build Contract” or “Contract” or “Agreement”) is made and entered into as of the Effective Date (as hereinafter defined) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **AMES CONSTRUCTION, INC.**, a Minnesota Corporation registered to do business in Colorado, with an address of 2500 County Road 42 W. Ste. 100, Burnsville, MN 55337 (the “Design-Build Team” or “Contractor”).

RECITALS

A. The City completed a competitive selection process resulting in the selection of the Design-Build Team to design, construct and provide all other Work to deliver the Design-Build Services For 56th Avenue Widening from Peoria Street to Peña Boulevard Design-Build Project (“the Project”) in Denver, Colorado as Described in the Contract Documents.

B. The Design-Build Team will provide all professional design builder services necessary to complete the Project. The Project includes design, construction, and construction administration services for 56th Avenue Widening from Peoria Street to Peña Boulevard. Design-Build Team's scope of services includes design development, Construction Documents, construction, and construction administration through project completion.

C. The City is relying upon the qualifications presented in the Design-Build Team’s response to the RFQ, dated December 2, 2020 (the “RFQ Response”), and its response to the RFP, dated July 30, 2021 (the “RFP Response”), in entering into this Design-Build Contract. As used in this Design-Build Contract, the term “Proposal” shall mean and refer collectively to the Design-Build Team’s RFQ Response and its RFP Response.

D. The Design-Build Team was selected after a determination that its Proposal was the most advantageous to the City. David Evans and Associates (DEA) was competitively selected to be the City’s Representative for this project. The Project Manager will direct, coordinate and approve DEA’s services. On a day-to-day basis DEA will communicate with and provide direction to the Design-Build Team. However, DEA has no independent authority to act on behalf of the City, is not a general agent of the City, cannot modify this Agreement, change the Scope of Work or otherwise bind the City.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by the parties hereto, the Design-Build Team and the City do each hereby promise and agree as follows:

SECTION 1 – AUTHORITY; ENGAGEMENT; COORDINATION OF WORK

1.1 Line of Authority

The City’s Executive Director of the Department of Transportation and Infrastructure (“DOTI”), his designee or successor in function (hereinafter referred to as the “Executive Director” or “Manager”) authorizes all work performed under this Design-Build Contract. The Executive Director hereby designates the City Engineer (the “Director”) as the City official responsible for those actions and decisions identified as the responsibility of the Deputy Manager in the General Conditions and delegates to the Director the authority necessary to oversee the work under this Design-Build Contract and to designate a Project Manager. The Executive Director may rescind or amend any such designation of representatives or delegation of authority and designate a different City Project Manager, upon written notice to the Design-Build Team.

Design-Build Team shall copy the Project Manager on all written communications with DEA and notify the Project Manager in writing of all verbal direction given by DEA unless otherwise directed in writing by the Project Manager.

1.2 Limitation on Delegation of Authority

It is expressly understood that although the Project Manager may gather information about proposed changes in the contract time and contract price from the Design-Build Team, only the Executive Director or his designated representative has the authority to legally bind the City to changes in contract time and contract price through a validly executed Change Order in accordance with the requirements of this Contract.

1.3 Design-Build Team Selection

In accordance with the terms and requirements set forth in Section 20-56 of the Denver Revised Municipal Code (the “DRMC”), the City implemented and completed a competitive selection process to identify qualified Design-Build teams to perform both design and construction services for the Project. The Design-Build Team was selected as best value proposer to perform such services for the City as set forth in the City’s RFQ and RFP and the Design-Build Team’s Proposal.

1.4 Relationship of the Parties

- (a) By entering into this Design-Build Contract, the Design-Build Team accepts the relationship of trust and confidence between it and the City. The Design-Build Team shall furnish its reasonable professional skill and judgment and shall cooperate with the officials, employees and agents of the City, including the Project Manager, in furthering the interests of the City. The Design-Build Team will furnish efficient business administration and superintendence and will use reasonable efforts to perform the Work in an expeditious and economical manner consistent with the interests of the City. In no event shall the Design-Build Team be considered a fiduciary of the City by reason of this Section 1.4.
- (b) The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Design-Build Team to complete the Project within the time and budget constraints set forth in this Design-Build Contract and in a manner which satisfies the City’s longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.
- (c) The Design-Build Team accepts the relationship of trust and confidence established by this Design-Build Contract with the City. The Design-Build Team further agrees to utilize the Design-Build

Team's reasonable skills, efforts, and judgment in furthering the interests of the City regarding the Project; to furnish at all times an adequate supply of qualified and competent workers and quality materials; and to perform the work in the best, most expeditious, and economical manner. Further, the Design-Build Team agrees to furnish efficient business administration, construction management and superintendence and to use its reasonable efforts to complete the Work in an expeditious and economical manner, consistent with the interests of the City.

- (d) The Design-Build Team hereby confirms that it is ready, willing and able to design, build and deliver a fully functional and approved (per all applicable laws, requirements and standards set forth in the Contract Documents) Project in compliance with the Design-Build Requirements and in accordance with the terms and conditions of this Design-Build Contract on and subject to the terms and conditions set forth herein.

1.5 Coordination and Cooperation

- (a) The Design-Build Team agrees to cooperate and coordinate fully with the City in its performance of the Work to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.
- (b) The Design-Build Team shall, as a continuing work item under this Design-Build Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Transportation and Infrastructure ("DOTI"), the Project Manager, other City consultants and any affiliated entities. In addition, the Design-Build Team shall coordinate its efforts under this Design-Build Contract with all involved governmental and regulatory entities.
- (c) The Design-Build Team shall be responsible for taking accurate and comprehensive minutes at all Design and Construction Phase meetings attended by the Design-Build Team regarding the Project. Those minutes shall be prepared in a format approved by the Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable.
- (d) The Design-Build Team will notify the Project Manager by email within 48 hours, or as soon as practicable thereafter, of all communications (in-person meetings, telephone calls, emails, texts or written communication, etc.) regarding the Project including all communications with partner entities.

SECTION 2 – CONTRACT DOCUMENTS

2.1 Contract Documents

The following list (Section 2.3) of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to collectively as the "Contract Documents." All such instruments, drawings and documents taken together as a whole constitute the Design-Build Contract between the parties hereto, and they are as fully a part of this Design-Build Contract as if they were set out verbatim and in full herein.

2.2 Integration

The Contract Documents represent the entire and complete integration of all understandings between the City and the Design-Build Team as to the subject matter hereof, and supersede all prior negotiations, representations, or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties. When the Contract Drawings and Technical Specifications are complete, they will be incorporated by written directive of the Executive Director or the Executive Director's designee.

2.3 Contract Documents

- (a) "The Contract Documents" consist of the documents listed in this Section 2.3 which replaces General Contract Condition 104.
- (b) This Design-Build Contract, as modified by fully executed amendment or fully executed Change Order, including all exhibits to the Contract, including those incorporated by reference, which are part of the Contract and have the same effect as if they were fully set forth in the Contract:
 - Exhibit A: RFQ and RFP Procurement Documents (incorporated herein by reference)
 - Exhibit A-1: Contract Clarifications
 - Exhibit A-2: Technical Requirements
 - Exhibit B: Fixed Contract Price
 - Exhibit C: Schedule of Values
 - Exhibit D: General Contract Conditions (incorporated herein by reference in their entirety, index attached)
 - Exhibit E: Special Contract Conditions
 - Exhibit F: CCD ROCIP Insurance Manual, the City Insurance Requirements and the ROCIP Safety Manual
 - Exhibit G: Insurance Certificate (Professional and Design Service Coverages)
 - Exhibit H: Approved M/WBE Utilization Plan (incorporated herein by reference)
 - Exhibit I: Prevailing Wage Rate Schedule
 - Exhibit J: City and County of Denver Equal Employment Opportunity Provisions
 - Exhibit K: Approved Workforce Plan and 'Target Area' Map
 - Exhibit L: Design Build Team's RFQ and RFP Response (incorporated herein by reference)
 - Exhibit M: Payment and Performance Bond Form
 - Exhibit N: Notice to Proceed (sample)
- (c) Approved Construction Documents.
- (d) Approved Construction Submittals.

2.4 Order of Precedence

In the event of a conflict between provisions of any of the Contract Documents which cannot be resolved by giving effect to both provisions, the order of precedence of the Contract Documents in descending order, shall be as follows:

- (a) This Design-Build Contract which includes Exhibits A through N, as may be modified by fully executed amendment or fully executed Change Order, with precedence of amendments and Change Orders in reverse order of execution. In event of a conflict between the body of this Design-Build Contract and (or between) Contract Exhibits which cannot be resolved by giving effect to both provisions, the order of precedence shall be the body of the Design-Build Contract followed by the exhibits in the following order:
- (b) Special Contract Conditions
- (c) General Contract Conditions
- (d) The RFP, including Technical Specifications and Technical Requirements.
- (e) Design-Build Team's RFP Response
- (f) The Design Documents (including 100% Construction Documents).
- (g) The RFQ and the Design-Build Team's RFQ Response.

2.5 Documents Complementary

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

2.6 Documents Following Contract Execution

It is contemplated by the parties that numerous exhibits or attachments, including Contract Drawings and final Technical Specifications, will not be accomplished or must be developed after execution of this Design-Build Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Design-Build Contract. The incorporation of such exhibits or attachments into this Design-Build Contract shall be accomplished by written directive from the Executive Director or the Executive Director's designee. The parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Design-Build Contract, the greater service, better quality or greater quantity shall be included in the Work. However, nothing contained in this section shall limit the Design-Build Team's ability to seek Change Order time and compensation adjustments utilizing the Change Order process for changes to the Work.

2.7 Construction

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

SECTION 3 – SCOPE OF WORK

3.1 Construction Documents

The Design-Build Team shall prepare or provide to the Project Manager for review and acceptance the detailed plans and specifications for the Project, including, without limitation, those items set forth in the General Requirements. Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Design-Build Team. Collectively, the City accepted Contract Drawings and accepted Technical Specifications are the “Construction Documents.”

3.2 Standard of Care for Professional Design Services

The Design-Build Team shall perform all services required by this Design-Build Contract with the degree of skill, care and diligence consistent with the professional standards prevailing in the Denver Metropolitan Area for services of comparable scope and magnitude. The Design-Build Team’s Design Manager shall be a professional engineer registered in the State of Colorado.

3.3 Ownership of Documents

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Project Documents. Project Documents include all Contract Documents, Construction Documents as well as all data and reference materials used in the development of the same, the results of any tests, surveys or inspections at the Project site, all photographs, drawings, drafts, studies, estimates, reports, models, notes, shop drawings, reference materials, alternative technical concepts, and any other materials or work products, whether in electronic or hard copy format, created by the Design-Build Team as a result of this Design-Build Contract, in preliminary and final forms and on any media whatsoever (collectively, the "Project Documents"), whether the Project for which the documents were created is executed or not. The Design-Build Team shall identify and disclose, as requested, all such Project Documents to the City upon request.
- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Design Documents are a “work made for hire,” and all ownership of copyright in the Design Documents shall vest in the City at the time the Design Documents are created. To the extent that the Design Documents are not a “work made for hire,” the Design-Build Team hereby assigns and transfers all right, title and interest in and to the Design Documents to the City, as of the time of the creation of the Design Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design-Build Team shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Design Documents, and shall provide full information regarding the Design Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Design Documents.

- (d) The Design-Build Team agrees to allow the City to review any of the procedures used in performing the Work hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design-Build Team shall be permitted to retain reproducible and electronic copies of all of the Design Documents for the information and reference, and the originals of all of the Design Documents, including all electronic files, shall be delivered to the City promptly upon completion thereof, or if authorized by the City's Project Manager, upon termination or expiration of this Design-Build Contract.
- (f) Retention and Examination of Records. The Design-Build Team's records including the records of direct personnel, Design-Build Team's subcontractors and subconsultants and records of reimbursable expenses pertaining to this Agreement shall be kept on a generally recognized accounting basis. The Design-Build Team agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Design-Build Team, involving transactions related to this Agreement.
- (g) Records of Design-Build Team's Communications. The Design-Build Team shall retain all communications, including but not limited to written communications, emails and texts related to the Project. The Design-Build Team shall produce all such communications upon written request of the City Engineer at no additional cost to the City within ten (10) calendar days of the request in a searchable electronic format. This Section does not create an affirmative duty on behalf of the City to request documents in response to a request made pursuant to C.R.S. 24-72-201, *et. seq.*

3.4 Design-Build Services

All Work on the Project shall be performed by qualified contractors (licensed and bonded for work in the City and County of Denver), subcontractors and suppliers, selected and paid by the Design-Build Team and acting in the interest of the Design-Build Team. Selection of the Design-Build Team's contractors, subcontractors, consultants, subconsultants, vendors and suppliers shall be at the sole discretion of the Design-Build Team subject to the Design-Build Team's commitment to Major Participants and Key Personnel. As used herein, the term "Major Participant" means any of the following entities: all general partners or joint venture members of the Design-Build Team; all individuals, persons, proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or other legal entity, however organized, holding (directly or indirectly) a 25% or greater interest in the Design-Build Team; any subcontractor(s) that will perform work valued at 20% or more of the overall contract amount; the lead engineering/design firm(s); and each engineering/design sub-consultant that will perform 20% or more of the Work. As used herein, the term "Key Personnel" refers to the key personnel named in the Design-Build Team's Proposal. Key Personnel or Major Participants identified in the Design-Build Team's Proposal may not be removed, replaced, or added without the written approval of the City. The City may revoke an awarded contract if any Key Personnel or Major Participant identified in the Proposal is removed, replaced, or added to without the City's prior written approval. To qualify for the City's approval, the written request must document that the proposed removal, replacement, or addition will be equal to or better than the Key Personnel or Major Participant provided in the Proposal. The City will use the criteria specified in the RFQ, and the qualification submitted by the Design-Build Team in the Proposal, to evaluate all requests. Requests for removals, replacements, and additions must be submitted in writing to City's Project Manager.

3.5 Conflict of Interests

- (a) Neither the Design-Build Team nor any of its subcontractors or subconsultants shall have an interest that conflict with the interests of the City. Design-Build Team shall make written inquiry of all subcontractors and subconsultants concerning the existence of a potential for such conflict. In unusual circumstances, and with full disclosure to the City of such conflict of interest, the City, in its sole discretion, may grant a written waiver for the consultant, subconsultant or subcontractor.
- (b) The Design-Build Team has a continuing duty to disclose to the Project Director, in writing, any actual or potential conflicts of interest it has or may have including work the Design-Build Team is performing or anticipates performing for or with other entities or individuals involved with the Project as well as any information it becomes aware of suggesting that any consultant or employee of the City may have a conflict of interest. If the Design-Build Team fails to disclose in writing actual or potential conflicts, the Manager, in his sole discretion, may terminate this Agreement.
- (c) No employee of the City shall have any personal or beneficial interest in the services or property described herein, and the Design-Build Team further agrees not to hire or contract for services with any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics or Denver City Charter provisions 1.2.9 and 1.2.12. The Design-Build Team shall not provide (or accept) any entertainment, gifts, or meals to any City employee or consultant involved with the Project without the written approval of the Project Director. The Manager may, in his sole discretion, terminate this Contract for violation of this provision.
- (d) The Design-Build Team agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Design-Build Team represents that it has disclosed all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Design-Build Team by placing the Design-Build Team's own interests, or the interests of any party with whom the Design-Build Team has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Design-Build Team written notice which describes the conflict. The Design-Build Team shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
- (e) Design-Build Teams shall not use City resources for non-City business purposes. City resources include computers, computer access, telephones, email accounts, copiers, printers, office space and other City facilities and equipment. If, as a result of access to City resources or as a result of Design-Build Team providing services pursuant to the Agreement, Design-Build Team obtains information about potential City contracts before that information is publicly available, Design-Build Team shall notify the City in writing. The City, in its sole discretion, will determine if Design-Build Team obtained an unfair advantage and is therefore disqualified from proposing or bidding.
- (f) No design consultant, subconsultant or subcontractor, not already approved by the City, shall be engaged to perform work on the Project wherein a conflict exists, such as being connected with the sale or promotion of equipment or material which may be used in the Project, provided, however,

that in unusual circumstances and with full disclosure to the City of such interest, the City may provide a waiver, in writing, in respect to the particular consultant, subconsultant or subcontractor.

3.6 Completion Obligation

The Design-Build Team shall execute all Work to deliver the Project described in the Contract Documents. The Design-Build Team agrees to commence and undertake the performance of the Work under this Design-Build Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached as a Contract Document and agrees to complete the Work in accordance with the Contract Documents and within the time requirements of this Design-Build Contract.

3.7 Phases of Work

The City currently anticipates that the Project will be divided into the following phases to facilitate management and tracking of Project funding. The anticipated phasing does not alter Contractor's responsibility to complete the Project as set forth in this Agreement.

- (a) Phase 1 - Phase 1 includes Design Phase Services
- (b) Phase 2 - Phase 2 includes Construction Phase Services

3.8 The Work

The terms "Scope of Work" or "Work" as used herein shall mean all labor, management, administration, supervision, materials and services required for the full completion of the Project described by the Contract Documents, or reasonably inferable from the Contract Documents, including, but not limited to, professional services, preliminary engineering drawings, specifications, design development drawings, Contract Drawings, installation, inspection, as-built drawings and all other submittals design work, shop drawings, construction services, parts, supplies, coordination, equipment, tools, temporary utilities, studies, reports, permitting documents personnel costs, compliance costs, overhead and profit and all other costs required to complete the Project in compliance with this Design-Build Contract. This definition replaces the definition of "Work" in Section 121 of the General Conditions.

3.9 The Project

The term "Project" as used herein means the Design-Build Services for 56th Avenue Widening from Peoria to Pena, as described in the Contract Documents and all Work required to deliver the Project. This definition replaces the definition of "Project" in Section 114 of the General Conditions.

3.10 Acknowledgement of Scope of Work

- (a) The Design-Build Team expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Design-Build Contract.
- (b) The Design-Build Team further represents to the City that by executing this Design-Build Contract, it has been fully informed of and has thoroughly reviewed the following: the Design-Build Requirements; the work effort of the City's Consultants performed to date for the Project; all of the Contract Documents attached to this Design-Build Contract or incorporated by reference; and all of the Work required by the Design-Build Team by the Contract Documents. Based upon this thorough review and analysis, the Design-Build Team represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.
- (c) The Design-Build Team covenants and represents that the Design-Build Team has visited the site of the Project (the "Site") and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Site, the character and nature of the Site layout and materials,

the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Design-Build Team further represents that it has taken into consideration and correlated these direct observations, examinations and investigations with the requirements of the Contract Documents and in the pricing of the Work and the formulation of the Fixed Contract Price.

- (d) The Design-Build Team represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding completion of the Project and use and that these scheduling assumptions are reasonable and achievable. The Design-Build Team further represents that it has taken into consideration and correlated these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work.
- (e) The Design-Build Team represents that it has reviewed the Contract Documents, accepts the terms and requirements thereof and affirmatively states that the Project is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

SECTION 4 – CONTRACT TERM AND TIME OF COMMENCEMENT

4.1 General

The Contract Term shall begin on the Effective Date, but no work shall be performed prior to the delivery of all bonds and insurance certificates (as required) of the Design-Build Team and until the City issues a Notice to Proceed. The Contract Time for the Project shall be the period of performance beginning on the date of Notice to Proceed. The Design-Build Team is not authorized to commence Work prior to its receipt of the Notice to Proceed, and any Work performed prior to the Notice to Proceed is at the Design-Build Team's sole risk, cost and expense and with no obligation by the City to pay for any such Work.

4.2 Contract Time

The term "Project Contract Time" or "Contract Time" is defined as the period beginning on the date of Notice to Proceed and ending on the date of Final Completion of the Work subject to Change Orders as provided for in the Contract Documents. The terms "Substantial Completion" and "Final Completion" are defined in the General Conditions.

4.3 Contract Milestones

Substantial Completion shall be achieved no later than: 752 calendar days from NTP
Final Acceptance shall be achieved no later than: 782 calendar days from NTP
As may be adjusted by Change Order executed pursuant to the terms of this Design-Build Contract.

4.4 Liquidated Damages

It is understood and agreed by and between the City and the Design-Build Team that, if the Design-Build Team fails to achieve the Final Acceptance Contract Milestone set forth in Section 4.3, 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 upon the amount of liquidated damages for the Design-Build Team's failure to achieve the Final Acceptance Contract Milestone set forth above (the "Liquidated Damages"). Should the Design-Build Team fail to achieve the Final Acceptance Contract Milestone set forth in Section 4.3 the Contractor shall pay to the City as Liquidated Damages, and not as a penalty, \$9,800.00/day.

Notwithstanding any term or provision of this Design-Build Contract to the contrary, in no event shall the total amount of Liquidated Damages payable by the Contractor hereunder accrue at a cumulative rate of more than \$9,800.00/day.

The parties agree that the Liquidated Damages established by this Section 4.4 are the City's sole remedy for the Design-Build Team's failure to achieve the Final Acceptance Contract Milestone in Section 4.3 and replaces General Condition 602.

4.5 Effective Date

As used herein, the term "Effective Date" shall be the date of the full execution of this Design-Build Contract as reflected by the date set forth on the City's signature page attached hereto.

SECTION 5 – INSURANCE REQUIREMENTS

5.1 General Information

The City and County of Denver has arranged for certain construction activities to be insured under a Rolling Owner Controlled Insurance Program ("ROCIP") that provides certain insurance coverage for the City, the Design-Build Team, subcontractors and consultants and other designated parties ("Enrolled Parties") for work performed at the Project site. Certain trade contractors and subcontractors are ineligible for this program.

5.2 ROCIP Requirements

The Insurance Requirements for the Project, including participation in the CCD Rolling Owner Controlled Insurance Program ("Insurance Requirements"), are found in this Section 5 and **Exhibit F** which consists of the ROCIP Insurance Manual, the CCD Insurance Requirements and the ROCIP Safety Manual. The Design-Build Team agrees to secure, at or before the time of execution of this Design-Build Contract, all insurance required by the Insurance Requirements and to comply with all requirements of the ROCIP Insurance Manual.

5.3 Requirements for Non-ROCIP Required Coverage

For all required coverage not provided by the ROCIP the Design-Build Team shall comply with the following requirements:

- (a) **Proof of Insurance:** The Design-Build Team shall provide a copy of this Design-Build Contract to its insurance agent or broker. Design-Build Team may not commence services or work relating to the Agreement prior to placement of coverage. Design-Build Team certifies that the certificate of insurance attached as **Exhibit G**, preferably an ACORD certificate, complies with all insurance requirements of this Design-Build Contract. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Design-Build Contract shall not act as a waiver of Design-Build Team's breach of this Design-Build Contract or of any of the City's rights or remedies under this Design-Build Contract. The City's Risk Management Office may require additional proof of insurance, including but not limited to endorsements.
- (b) **Additional Insureds:** For Commercial General Liability (Off-Site Exposures), Auto Liability, and Excess Liability/Umbrella, Design-Build Team and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

- (c) Waiver of Subrogation: For all coverages, the Design-Build Team's insurer shall waive subrogation rights against the City.
- (d) Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Design-Build Team, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$2,000,000 professional liability for any subcontractor performing design or engineering work. Design-Build Team shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Design Build Team agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (e) Workers' Compensation/Employer's Liability Insurance (Off-Site Exposures): The Design-Build Team shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease, and \$500,000 aggregate for all claims. The Design-Build Team expressly represents to the City, as a material representation upon which the City is relying in entering into this Contract, that none of the Design-Build Team's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall affect such rejection during any part of the term of this Design-Build Contract, and that any such rejections previously effected, have been revoked as of the date the Design-Build Team executes this Design-Build Contract.
- (f) Commercial General Liability (Off-Site Exposures): The Design-Build Team shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate.
- (g) Business Automobile Liability: The Design-Build Team shall maintain Business Auto Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Design-Build Contract. If transporting wastes, hazardous materials, or regulated substances, Design-Build Team shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.
- (h) Professional Liability: The Design-Build Team shall maintain limits of \$2,000,000 for each claim, and \$5,000,000 aggregate limit for all claims.
- (i) Excess/Umbrella Liability: The Design-Build Team shall maintain excess liability limits of \$10 million. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.
- (j) Additional Provisions: For all Commercial General Liability and Excess Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy.
 - (ii) Defense costs in excess of policy limits.
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion).

- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
 - (v) For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (k) If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, the Design Build Team shall notify the City within ten (10) days and reinstate aggregates required.

SECTION 6 – COMPENSATION AND MAXIMUM CONTRACT AMOUNT

6.1 NOT TO EXCEED. In accordance with the terms of this Design-Build Contract, the amount to be paid by the City to the Design-Build Team under this Design-Build Contract for all Work required to complete the Project shall not exceed the Contract Price of **THIRTY-EIGHT MILLION, SEVEN HUNDRED TWENTY-FOUR THOUSAND, TWELVE DOLLARS AND FIFTY-NINE CENTS (\$38,724,012.59)** as adjusted by Change Order executed pursuant to the terms of this Design-Build Contract. In no event will the City's liability exceed the Contract Price, as adjusted by Change Order executed pursuant to the terms of this Design-Build Contract (the "Maximum Contract Amount").

6.2 OWNER'S CONTINGENCY. The Owner's Contingency of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) is a Force Account item contained within the Maximum dollar amount listed above in 6.1, and adjustments to owner's contingency shall be made by written approval by the Project Manager. The Owner's Contingency will be adjusted at the Owner's sole discretion. The Owner's Contingency will be used at the sole discretion of the City for changes to the scope of work that are initiated and requested by the City, unforeseen conditions and for overruns in Allowances. This contingency shall not be used for any other purpose other than scope changes initiated by the City. Any unused portion of this Owner's Contingency shall be returned to the City upon project completion.

SECTION 7 – ADDITIONAL PROVISIONS

7.1 Dispute Resolution

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

7.2 Acts and Omissions

The Design-Build Team shall be responsible to the City for the acts and omissions of its agents and employees, contractors, consultants, subconsultants, subcontractors and suppliers of any tier, and their agents and employees performing Work under this Design-Build Contract.

7.3 No Discrimination in Employment

In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income,

military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

7.4 Title to the Work

The parties agree that the City shall have title to all components and aspects of the Project which are in place and title to all materials for which any payment has been made to the Design-Build Team hereunder.

7.5 Workforce Requirements

- (a) **Objectives of Expanded Pilot Program.** The City is committed to developing and implementing an Expanded Pilot Workforce Program for this design build construction contract that will increase outreach, training, job opportunities and employment of people in economically disadvantaged areas and populations. In addition, the City is committed to addressing shortages in qualified construction workers generally and in Targeted Categories by increasing the number of apprentices and pre-apprentices.
- (b) **Targeted Categories.** “Targeted Categories” are the Targeted Areas and Targeted Populations defined below.
- (c) **Targeted Areas.** “Targeted Areas” are economically disadvantaged areas of the City identified by zip code on the map attached to **Exhibit K**.
- (d) **Targeted Populations.** “Targeted Populations” are:
 - (i) Veterans - A “Veteran” is any person who has served any amount of time in any branch of the United States Armed Forces.
 - (ii) Formerly Incarcerated Individuals – A “Formerly Incarcerated Individual” is anyone incarcerated for any amount of time because of a felony conviction.
 - (iii) TANF recipients – Individuals who have been Temporary Assistance for Needy Families (“TANF”) Recipients within the last two years.
 - (iv) History of Homelessness – People have a History of Homelessness if they are living in a place not meant for human habitation, in an emergency shelter, in transitional housing or are exiting an institution where they temporarily resided. People who lose their primary nighttime residence, which may include a motel or hotel, or a doubled-up situation also have a History of Homelessness. Individuals who are or have in the past two years lived in public or private shelters, transitional housing have a History of Homelessness.
 - (v) Exiting the foster care system - Individuals who attest that they have aged out of the foster care system, or who have attained 16 years of age and left foster care for kinship, guardianship or adoption qualify as having exited the foster care system whether or not they return to their foster families before turning 18.
 - (vi) Graduates of pre-apprentice programs approved by the City’s Office of Economic Development in partnership with WORKNOW.
- (e) **Apprenticeship.**
 - (i) Overall Apprenticeship Requirement: Fifteen percent (15%) of Construction Hours will be performed by apprentices in registered apprenticeship programs (“Overall Apprenticeship Requirement”).
 - (ii) Targeted Category Requirement: Twenty-five percent (25%) of the Overall Apprenticeship Requirement that are performed by Colorado residents will be performed by apprentices in registered apprenticeship programs who reside in Targeted Areas or that are from Targeted Populations (“Targeted Category Requirement”).

- (iii) First Year Apprentice Requirement: Twenty-five percent (25%) of the Overall Apprenticeship Requirement will be performed by first year apprentices in registered apprenticeship programs (“First Year Apprenticeship Requirement”).
 - (iv) Apprentices may be counted in all applicable categories for purposes of meeting the requirements in 7.5.5.1, 7.5.5.2 and 7.5.5.3.
 - (v) “Construction Hours” are the hours of every worker, mechanic or other laborer employed by Design-Build Team or its subcontractors in the work of construction, alteration, improvement, maintenance or demolition as documented in LCPtracker.
- (f) **Failure to Achieve Overall Apprenticeship Requirements.** Design-Build Team must exercise good faith efforts to meet or exceed the Overall Apprenticeship Requirement. Design-Build Team’s failure to deliver this scope item and achieve the stated Overall Apprenticeship Requirement as established by the apprentice work hours reflected in LCPtracker (or its replacement if LCPtracker is replaced) will result in a reduction in payment to Design-Build Team. If Design-Build Team does not meet or exceed the Overall Apprenticeship Requirement at substantial completion, the City will reduce Design-Build Team’s final payment by \$29 for each hour of apprentice work not achieved as reflected by LCPtracker up to a maximum of \$100,000. Design-Build Team’s final payment shall not be reduced if it negotiates and the City approves a compliance plan.
- (g) **Workforce Platform.** Design-Build Team shall utilize the City’s common workforce platform (“WORKNOW”) and coordinate its workforce efforts with any supporting program.
- (h) **Workforce Plan.** Design-Build Team’s approved Workforce Plan is attached as **Exhibit K**. Design-Build Team shall comply with all requirements of its approved Workforce Plan. The approved Workforce Plan shall at a minimum address:
- (i) Specific additional actions Design-Build Team will take to increase outreach, training, job opportunities and employment in Target Categories.
 - (ii) Design-Build Team’s commitment to coordinate and interface with WORKNOW.
 - (iii) Specific actions Design-Build Team will take to meet the City’s Apprenticeship Requirements.
 - (iv) Mandatory Reporting Requirement: Periodic reporting of progress meeting specific goals consistent with the objectives of the Pilot Workforce Program including data on outreach, training, job opportunities and the employment of people in Targeted Categories and apprentices.
 - (v) A Workforce coordinator who will be the central point of contact for workforce issues.

7.6 Compliance with Minority/Women Owned Business Enterprise

- (a) **Goal for Design.** This Agreement and the related design work is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The design goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 20%. **Exhibit H**
- (b) **Goal for Construction.** This Agreement and the related construction work is additionally subject to §§ 28-31 to 28-40 and 28-51 to 28-90 of the MWBE Ordinance and the Rules and Regulations. The construction goal for MWBE participation established for this Agreement by DSBO is 25%.
- (c) Under § 28-68 D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract

amendment, or other contract modifications, or as otherwise described in § 28-70 D.R.M.C. The Consultant acknowledges that:

1. If directed by DSBO, the Consultant is required to develop and comply with a Utilization Plan in accordance with § 28-62 D.R.M.C. for construction, and § 28-63 D.R.M.C. for design. Along with the Utilization Plan requirements, the Consultant must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
2. If contract modifications are issued under the Agreement, the Consultant 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, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
3. If change orders, amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders, amendments or modifications shall be immediately submitted to DSBO for notification purposes.
4. Those amendments, change orders, force accounts or other modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or subconsultants are subject to the original goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under § 28-70 for construction, or §§ 28-64 and 28-73, D.R.M.C. for design, with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in §§ 28-60, 28-70, and 28-73 D.R.M.C. for construction, or §§ 28-64, 25-70, and 28-73 D.R.M.C. for design, with respect to the modified dollar value or work under the contract.
5. For contracts of one million dollars (\$1,000,000.00) and over, the Consultant is required to comply with § 28-72, D.R.M.C., as applicable, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an MWBE subcontractor invoice.
6. Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
7. Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

7.7 Wage Rate Requirements

- (a) **Minimum Wage.** Design-Build Team shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance,

Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Design-Build Team expressly acknowledges that Design-Build Team is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Design-Build Team, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

- (b) **Prevailing Wage.** In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto as well as the City's Minimum Wage Protections Sections 20-82 through 20-84 D.R.M.C. and any determinations made by the City pursuant thereto. In the event a covered worker falls under both ordinances, Contractor shall pay the greater of the two rates.

7.8 Applicable Laws

This Design-Build Contract between the Design-Build Team and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. Design-Build Team shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and all other federal, state, and local laws, codes, ordinances, permits, rules, regulations, and guidelines which in any manner limit, control, or apply to the Work and/or the actions or operations of the Design-Build Team, including any subcontractors, employees, agents or servants of the Design-Build Team engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised, or amended, including, without limitation, all such laws, rules, and regulations relating to safety and the protection of health and the environment (including the Environmental Requirements, as defined in the Special Conditions) and the laws, rules, regulations, and guidelines known as the Americans with Disabilities Act (ADA) (collectively, the "Applicable Laws"). The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Design-Build Contract as if fully set out herein by this reference.

7.9 Appropriation

Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract **THIRTY-EIGHT MILLION, SEVEN HUNDRED TWENTY-FOUR THOUSAND, TWELVE DOLLARS AND FIFTY-NINE CENTS (\$38,724,012.59)** have been appropriated for this Construction Contract. The Manager, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor.

7.10 The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation sufficient to cover the

entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

7.11 City Council Approval

Approval by the City Council of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this Design-Build Contract.

7.12 Assignment Strictly Prohibited

The Design-Build Team shall not assign or otherwise transfer, in whole or in part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Construction Contract, except upon the prior written consent and approval of the Executive Director to such assignment.

7.13 Taxes, Charges and Penalties

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

7.14 Waiver of C.R.S. 13-20-802 et. seq.

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

7.15 Proprietary or Confidential Information

- (a) City Information: The Design-Build Team understands and agrees that, in performance of this Design-Build Contract, the Design-Build Team may have access to private or confidential information that may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Design-Build Team agrees that all information disclosed by the City to the Design-Build Team shall be held in confidence and used only in performance of the Design-Build Contract. The Design-Build Team shall exercise the same standard of care to protect such information as a reasonably prudent Design-Build Team would to protect its own proprietary data.
- (b) Design-Build Team Information: The parties understand that all the material provided or produced under this Design-Build Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., ("CORA") and that in the event of a request to the City for disclosure of such information, the City shall advise the Design-Build Team of such request in order to give the Design-Build Team the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Design-Build Team agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Design-Build Team further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Design-Build Team's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt

reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

7.16 Status of Design-Build Team

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

7.17 Rights and Remedies Not Waived

No payment or failure to act under the Design-Build Contract by the City shall constitute a waiver of any breach of covenant or default which may then exist on the part of the Design-Build Team. No assent, expressed or implied, by either party to any breach of the Design-Build Contract shall be held to be a waiver of any default or other breach.

7.18 Notices

Any notices, demands, or other communications required or permitted to be given by any provision of this Design-Build Contract shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to the parties at the addresses set forth herein or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it is addressed, or the third (3rd) day after such notice is mailed, whichever is earlier. Unless changed in writing, such notices shall be mailed to:

If to the Design-Build Team: Ames Construction
Attn: Trent Irick
18450 E 28th Ave,
Aurora, CO 80011

If to the City: Manager of the Department of Transportation & Infrastructure
City and County of Denver
201 W. Colfax, Dept. 608
Denver, CO 80202

With a copy to: Denver City Attorney Municipal Operations
201 W. Colfax Ave. Dept. 1207
Denver, CO 80202

7.19 Survival of Certain Provisions

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

7.20 Contract Binding

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

7.21 Section Headings

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

7.22 Severability

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

7.2 Use, Possession of Sale of Alcohol or Drugs

The Design-Build Team shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

7.24 Electronic Signatures and Electronic Records

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202160979-00
Contractor Name: AMES CONSTRUCTION, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

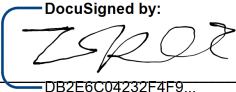
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202160979-00
AMES CONSTRUCTION, INC.

By: 
DB2E6C04232F4F9...

Name: Trent Irick
(please print)

Title: Vice President - General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

RFQ and RFP Procurement

Documents

(incorporated herein by reference)

Exhibit A

Section 1: **Request for Qualifications (RFQ)**: Issued December 2, 2020, including:

- RFQ Addendum 1 issued December 1, 2020

Section 2: **Request for Proposal (RFP)**: Issued March 2, 2021

- Instructions to Proposers
- Sample Contract Documents
- Final Technical Requirements
- Technical Specifications
- Reference Documents
- Applicable Standards, Data, and Reports
- Contract Drawings

AND INCLUDING AND INCORPORATING the following items:

RFP Addendum 1 April 22, 2021

RFP Addendum 2 May 6, 2021

RFP Addendum 3 May 21, 2021

RFP Addendum 4 July 2, 2021

Ames Non-Confidential RFI's 1-40

MW-BSG Non-Confidential RFI's 1-28

PCL Non-Confidential RFI's 1-13

Section 3: **RFP Response**: Including and Incorporating the following items:

- Proposal dated July 30, 2021
- Final Contract Clarifications attached hereto as Exhibit A-1

Exhibit A-1

Contract Clarifications

Exhibit A-1

Contract Clarifications

Section 1 – The following are clarifications to the Proposal submitted by Ames Construction, Inc. and added elements resulting from Contract negotiations.

Additional Contract Clarifications from Negotiations:

1. Schedule of Values Clarification in Section 3 – Quality Management – Structure Design. Proposed fee was moved from the Base Project column to the Uvalda Drainage column to clarify fee allocated to Uvalda Drainage.
2. Right of Way Acquisition – Clarification provided that Temporary Construction Easements are not required on land owned by Denver Parks and Recreation or City and County of Denver – Reduction of \$218,453.60
3. Removal of Water Quality and Detention Pond Scope – Water quality and detention is to be handled jointly with the Uvalda Crossing project. This results in the removal of two ponds, a swale, and 600 feet of pipe. – See below for more detail – Reduction of \$403,376.37
4. Reduction of Landscaping Scope – Reduction in splash block, trees, shrubs, boulders, and irrigation taps. – See below for more detail – Reduction of \$423,357.44
5. A Force Account for City controlled contingency was added. – Addition of \$500,000.00

The results of the above negotiated items reconcile to a revised lump sum bid of \$38,724,012.59.

Section 2 – The following elements have been proposed by Ames Construction, Inc. and are subject to review and acceptance by the City during final design submittal(s), in accordance with the contract documents, and provisions of the specified Alternative Technical Concept (ATC) and/or Request for Information (RFI) if applicable:

Removal of Water Quality and Detention Pond Scope

Mile High Flood District and Denver Wastewater are completing a concurrent project involving drainage improvements along Uvalda. These improvements include water quality and detention features. The 56th widening project also includes water quality and detention features. The City of Denver, with support from the Design Build Team, will complete coordination to determine best value in a single shared facility to accommodate water quality and detention. The accepted solution will be consistent with the revised budget shown above.

Reduction of Landscaping Scope

Landscaped medians both aesthetically pleasing and maintenance friendly will be provided along 56th as a part of this project. The project team identified efficiencies leading to cost savings by removing portions of the original scope. Splash block, trees, boulders, native seeding, and water taps were reduced. Replacement trees may also be placed in the median. The final plan will be approved by CCD and the accepted solution will be consistent with the revised budget shown above.

Exhibit A-2

Technical Requirements

(incorporated herein by reference)

Exhibit B

Fixed Contract Price

Exhibit B

Fixed Contract Price/Maximum Contract Amount:

- Proposal Dated July 30, 2021:

Proposed Fixed Contract Price: \$39,269,200.00 - REVISED

- Revised Price Proposal Based Upon Final Contract Clarifications Set Forth in Exhibit A-1:

FINAL FIXED CONTRACT PRICE: \$38,724,012.59 - FINAL

Exhibit C

Schedule of Values

Exhibit C

WBS Description	Unit	Quantity	Unit Price	Project Dollar Value		Scope Description	M/WBE Goal
				Base Project	Uvalda Drainage		
Section 2 – Project Management							
Mobilization	LS	1.00	\$3,860,000.00	\$3,860,000.00			Construction
Project Management Plan	LS	1.00	\$560,000.00	\$560,000.00			Construction
Project Management Plan - Design	LS	1.00	\$626,858.00	\$626,858.00		Added Bid Item	Design
Baseline Schedule	LS	1.00	\$30,120.00	\$30,120.00			Construction
Monthly Progress Schedule	MO	24.00	\$23,845.00	\$572,280.00			Construction
Textura Construction Payment Management System Fee	LS	1.00	\$32,500.00	\$32,500.00			Construction
Bonds and Insurance	LS	1.00	\$409,000.00	\$409,000.00			Construction
Office Facilities	LS	1.00	\$588,984.00	\$588,984.00			Construction
Award Fee Allocation Plan	LS	1.00	\$180,000.00	\$180,000.00			
Section 3 – Quality Management							
Drainage Design	LS	1.00	\$566,986.00	\$566,986.00			Design
Utility Design	LS	1.00	\$657,814.00	\$657,814.00			Design
Roadway Design	LS	1.00	\$751,453.00	\$751,453.00			Design
Traffic Design	LS	1.00	\$252,380.00	\$252,380.00			Design
Structure Design	LS	1.00	\$272,153.00	\$92,291.29	\$179,861.71		Design
Geotechnical/Pavement Design	LS	1.00	\$101,134.00	\$101,134.00			Design
Landscape/Irrigation/Aesthetics Design	LS	1.00	\$246,352.00	\$246,352.00			Design
Lighting Design	LS	1.00	\$104,887.00	\$104,887.00			Design
Design QA/QC	LS	1.00	\$225,049.00	\$225,049.00			Design
Construction QA/QC	LS	1.00	\$2,164,175.00	\$2,164,175.00			Construction
Section 4 – Public Information							
Public Information Plan	LS	1.00	\$217,967.00	\$217,967.00			Construction
Public Information Plan - Design	LS	1.00	\$21,917.00	\$21,917.00		Added Bid Item	Design
Section 5 – Environmental Requirements							
Environmental Compliance	LS	1.00	\$701,702.00	\$701,702.00			Construction
Permits	LS	1.00	\$12,000.00	\$12,000.00			Construction
Permits - Design	LS	1.00	\$56,687.00	\$56,687.00		Added Bid Item	Design
Section 6 – Third Party Agreements							
Third Party Coordination	LS	1.00	\$73,800.00	\$73,800.00			Construction
Section 7 – Utility Relocations							
Utility SUE Investigation	LS	1.00	\$50,400.00	\$50,400.00			Design
Potholing for Utilities	LS	1.00	\$425,000.00	\$425,000.00		Added Bid Item	Construction
Utility Coordination	LS	1.00	\$367,920.00	\$367,920.00			Construction
Denver Water Relocate/Adjust Vaults, Vents, Valves, Meters	EA	73.00	\$2,400.00	\$175,200.00			Construction
Adjust/Relocate Existing Sanitary Manhole	EA	35.00	\$2,304.00	\$80,640.00			Construction
Communications/Fiber - Relocate/Adjust Pedestals, Pull Boxes, Handholes	EA	1.00	\$18,000.00	\$18,000.00			Construction
Miscellaneous Utility Relocations	LS	1.00	\$84,000.00	\$84,000.00			Construction
Section 8 – Right-of-Way							
Right-of-Way Acquisition Documentation	LS	1.00	\$54,613.40	\$54,613.40			Design
Restoration of Temporary Construction Easements	L	1.00	\$24,500.00	\$24,500.00		Added Bid Item	Construction
Section 9 – Survey							
Design Surveying	LS	1.00	\$168,950.00	\$168,950.00			Design
Construction Surveying	LS	1.00	\$573,700.00	\$573,700.00			Construction
Monumentation	LS	1.00	\$18,000.00	\$18,000.00			Construction
As-Built Plans	LS	1.00	\$36,000.00	\$36,000.00			Construction

Exhibit C

WBS Description	Unit	Quantity	Unit Price	Project Dollar Value		Scope Description	M/WBE Goal
				Base Project	Uvalda Drainage		
Section 10 – Geotechnical, Roadway Pavements, and Structure Foundations:							
Geotechnical Investigation	LS					Not Used included in Geotechnical/Pavement Design	Design
Section 11 – Earthwork							
Clearing and Grubbing	AC	34.00	\$25,000.00	\$850,000.00		Clear and Grub, Tree Removal, Tree Protection and Fence Removal	Construction
Removal of Existing Utilities	LS					Bid Item Not Applicable/Not Used -Covered in Section 7	Construction
Removal of Existing Storm Structures	EA	2.00	\$4,025.00	\$8,050.00		Structure and Storm Drain Pipe Removals	Construction
Removal of Miscellaneous Structures	LS	1.00	\$47,970.00	\$0.00	\$47,970.00	Uvalda Box Culvert Removal	Construction
Removal of Existing Pavement	SY	2467.00	\$16.00	\$39,472.00			Construction
Removal of Concrete Flatwork	SY	1893.00	\$18.00	\$34,074.00			Construction
Removal of Curb & Gutter	LF	13403.00	\$6.00	\$80,418.00			Construction
Stockpile of Topsoil	CY	5160.00	\$11.00	\$56,760.00			Construction
Unclassified Excavation (Cut to Fill)	CY					Bid Item Not Applicable/Not Used	Construction
Muck Excavation	CY	200.00	\$78.00	\$15,600.00			Construction
Export Unsuitable Material to DADS	CY					Bid Item Not Applicable/Not Used Included in Earthwork	Construction
Embankment	CY	41190.00	\$18.00	\$741,420.00			Construction
Topsoil	CY	5160.00	\$17.00	\$87,720.00			Construction
Aggregate Base Course	CY	10207.00	\$60.00	\$612,420.00			Construction
Structure Excavation	CY	5781.00	\$21.00	\$101,136.00	\$20,265.00		Construction
Structure Backfill	CY	5068.00	\$45.00	\$209,880.00	\$18,180.00		Construction
Riprap	CY	550.00	\$95.00	\$28,500.00	\$23,750.00	Added Bid Item	Construction
Section 12 – Drainage and Water Quality							
Erosion Control	LS	1.00	\$432,267.00	\$432,267.00			Construction
PVC Pipe	LF					Bid Item Not Applicable/Not Used	Construction
12"-18" Diameter C-76 REP, Class III	LF	1597.00	\$180.00	\$287,460.00		Added Bid Item - Includes Conc End Sections	Construction
18"-24" Diameter C-76 RCP, Class III	LF	1922.00	\$171.41	\$318,075.02	\$11,375.00	Includes Conc End Sections	Construction
30"-42" Diameter C-76 RCP, Class III	LF	321.00	\$370.00	\$118,770.00		Includes Conc End Sections	Construction
48"-66" Diameter C-76 RCP, Class III	LF					Bid Item Not Applicable/Not Used	Construction
Inlets	EA	25.00	\$6,800.00	\$156,400.00	\$13,600.00		Construction
Manhole	EA	2.00	\$7,300.00	\$14,600.00			Construction
Water Quality Features	LS	1.00	\$286,648.61	\$286,648.61		All Items associated with constructing on site ponds	Construction
Junction Structure	EA					Bid Item Not Applicable/Not Used	Construction
Culvert Headwall	EA	1.00	\$130,157.00	\$0.00	\$130,157.00		Construction
Culvert Wingwall	EA	4.00	\$21,290.00	\$0.00	\$85,160.00		Construction
Outfall Headwall	EA	1.00	\$118,600.00	\$0.00	\$118,600.00		Construction
Safety Rack	EA					Bid Item Not Applicable/Not Used	Construction
Section 13 – Roadway							
Asphalt Rotomilling	SY	50784.00	\$3.50	\$177,744.00			Construction
Asphalt Rotomilling Eastbound)	SY	20837.00	\$4.00	\$83,348.00			Construction
Asphalt	TON	22818.00	\$125.00	\$2,852,250.00			Construction
Base Course	CY					Bid Item Not Applicable/Not Used (In earthwork)	Construction
Pavement Shouldering	CY	1065.00	\$36.00	\$38,340.00		Added Bid Item	Construction
Asphalt Overlay	TON	9641.00	\$156.00	\$1,503,996.00			Construction
6" Concrete Curb and Gutter - 1' Pan	LF	31660.00	\$21.50	\$680,690.00			Construction
6" Concrete Curb and Gutter - 2' Pan	LF	6100.00	\$31.00	\$189,100.00			Construction
Curb Ramps	EA	60.00	\$2,881.00	\$172,860.00			Construction
Concrete Sidewalk	SY	1647.00	\$68.00	\$111,996.00			Construction
Concrete Multi-Use Trail	SY	19905.00	\$55.00	\$1,094,775.00			Construction
Concrete Driveway	SY					Bid Item Not Applicable/Not Used	Construction
Median Cover	SY	2584.00	\$101.00	\$260,984.00			Construction
Median Concrete Maintenance Pads	SY	2026.00	\$102.00	\$206,652.00			Construction

Exhibit C

WBS Description	Unit	Quantity	Unit Price	Project Dollar Value		Scope Description	M/WBE Goal
				Base Project	Uvalda Drainage		
Gates	EA	2.00	\$2,900.00	\$5,800.00			Construction
Barrier Type 9	LF	90.00	\$281.00	\$25,290.00		Added Bid Item	Construction
Woven Wire Game Fencing	LF	7563.00	\$19.00	\$143,697.00			Construction
Temporary Fencing	LF	3000.00	\$6.50	\$19,500.00			Construction
Section 14 – Permanent Signing, Pavement Marking, Signals , ITS and Lighting							
Roadway Signs	EA	203.00	\$655.00	\$132,965.00		Qty New Signs Cost includeds Sign Removals	Construction
Remove Traffic Signal Systems	EA	2.00	\$5,800.00	\$11,600.00			Construction
New Traffic Signal Systems	EA	5.00	\$554,000.00	\$2,770,000.00		Includes Electrical	Construction
Pavement Markings	GAL	207.00	\$840.00	\$173,880.00		Includes all Markings and Removals	Construction
Intelligent Transportation System	LS					Bid Item Not Applicable/Not Used	Construction
Section 15 – Structures							
Box Culvert Remediation	LS	1.00	\$185,000.00	\$185,000.00			Construction
Uvalda Box Culvert	LS	1.00	\$835,980.00	\$0.00	\$835,980.00		Construction
Retaining Walls (Boulder Walls)	SF	799.00	\$65.00	\$51,935.00			Construction
Section 16 – Maintenance of Traffic							
Traffic Management Plan	LS	1.00	\$457,060.00	\$457,060.00		Changed M/WBE Goal to Design	Design
Construction Traffic Control	LS	1.00	\$1,970,000.00	\$1,970,000.00			Construction
Section 17 – Landscaping, Amenities, and Aesthetics							
Splash Block	LF	6900.00	\$19.00	\$131,100.00			Construction
Trees	EA	272.00	\$893.71	\$243,089.12			Construction
Shrubs	EA	1669.00	\$54.00	\$90,126.00			Construction
Boulders	EA	651.00	\$455.68	\$296,647.68			Construction
Right-of-Way Landscaping	LS	1.00	\$55,265.00	\$55,265.00		Added Bid Item - Cobble and or Millings along ROW	Construction
Native Seeding	SF	592416.00	\$1.02	\$602,393.76			Construction
Sodding	SF	37548.00	\$1.50	\$56,322.00			Construction
Irrigation System	LS	1.00	\$488,538.00	\$488,538.00			Construction
Water Taps	EA	2.00	\$6,250.00	\$12,500.00			Construction
Landscape Establishment	LS	1.00	\$378,600.00	\$378,600.00			Construction
Section 18 – Maintenance During Construction							
Construction Maintenance	LS	1.00	\$902,140.00	\$902,140.00			Construction
FORCE ACCOUNTS							
Xcel Energy Lighting	F/A	1.00		\$500,000.00			Construction
CCD Force Account	F/A	1.00		\$500,000.00			
TOTAL FIXED PRICE CONTRACT			Project Total Base + Uvalda	\$38,724,012.59	\$37,239,113.88	\$1,484,898.71	

Notes:

1. All Base Project costs to be totaled in the Base Project column.
2. Uvalda Drainage costs to be included in Uvalada Project column

Exhibit D

General Contract Conditions

(incorporated herein by reference in their entirety, index attached)

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

Page Number

TITLE 1 - DEFINITIONS	1
101 CITY	1
102 CONTRACT	1
103 CONTRACT AMOUNT	1
104 CONTRACT DOCUMENTS	1
105 CONTRACT TIME	1
106 CONTRACTOR	2
107 CONTRACTOR PERSONNEL	2
108 DAYS	2
109 DEPUTY MANAGER	2
110 DESIGNER	2
111 FINAL COMPLETION	2
112 MANAGER	3
113 PRODUCT DATA	3
114 PROJECT	3
115 PROJECT MANAGER	3
116 SAMPLES	3
117 SHOP DRAWINGS	3
118 SUBCONTRACTOR	3
119 SUBSTANTIAL COMPLETION	3
120 SUPPLIER	4
121 WORK	4
TITLE 2 – CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY	5
201 DEPARTMENT OF AVIATION	5
202 MANAGER OF AVIATION	5
203 DEPARTMENT OF PUBLIC WORKS	5
204 MANAGER OF PUBLIC WORKS	5
205 BUILDING INSPECTION	5
206 ZONING	5
207 DIVISION OF SMALL BUSINESS OPPORTUNITY	6
208 CITY AUDITOR	6
209 MANAGER OF FINANCE	6
210 CITY ATTORNEY	6
211 OFFICE OF RISK MANAGEMENT	6
212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY	6
213 CITY'S COMMUNICATIONS WITH THE CONTRACTOR	7
TITLE 3 - CONTRACTOR PERFORMANCE AND SERVICES	8
301 CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE)	8
302 NOTICE TO PROCEED AND COMPLETION OF THE WORK	8
303 EXACT CONTRACTOR PERFORMANCE	8
304 SUBSTITUTED PERFORMANCE	8
305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS	9
306 WORKING HOURS AND SCHEDULE	9
307 CONTRACTOR'S SUPERINTENDENT	10
308 COMMUNICATIONS	10

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

309	CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY.....	10
310	COMPETENCE OF CONTRACTOR'S WORK FORCE.....	11
311	NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT.....	11
312	CONDUCT OF CONTRACTOR'S PERSONNEL	12
313	SUGGESTIONS TO CONTRACTOR.....	12
314	WORK FORCE	12
315	CONSTRUCTION MACHINES AND STANBY EQUIPMENT	13
316	CUTTING AND PATCHING THE WORK	13
317	PERMITS AND LICENSES	13
318	CONSTRUCTION SURVEYS	14
319	PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS.....	14
320	TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES.....	15
321	PROJECT SIGNS.....	15
322	PUBLICITY AND ADVERTISING	16
323	TAXES	16
324	DOCUMENTS AND SAMPLES AT THE SITE.....	17
325	CLEANUP DURING CONSTRUCTION.....	17
326	SANITARY FACILITIES.....	18
327	POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES	18
TITLE 4 - CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS)		19
401	CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION	19
402	OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS.....	20
403	CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR.....	20
404	REQUESTS FOR INFORMATION OR CLARIFICATION	21
405	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	21
406	SUBSTITUTION OF MATERIALS AND EQUIPMENT	22
TITLE 5 - SUBCONTRACTS.....		24
501	SUBCONTRACTS.....	24
502	SUBCONTRACTOR ACCEPTANCE.....	24
TITLE 6 - TIME OF COMMENCEMENT AND COMPLETION.....		27
601	BEGINNING, PROGRESS AND TIME OF COMPLETION	27
602	LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES.....	27
603	DELAY DAMAGES	28
TITLE 7 - COOPERATION, COORDINATION AND RATE OF PROGRESS		29
701	COOPERATION WITH OTHER WORK FORCES	29
702	COORDINATION OF THE WORK.....	30
703	COORDINATION OF PUBLIC CONTACT	30
704	RATE OF PROGRESS.....	30
TITLE 8 - PROTECTION OF PERSONS AND PROPERTY		32
801	SAFETY OF PERSONS.....	32
802	PROTECTIVE DEVICES AND SAFETY PRECAUTIONS	33

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

803	PROTECTION OF PROPERTY AND WORK IN PROGRESS	33
804	PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS.....	34
805	PROTECTION OF STREET AND ROAD SYSTEM	35
806	PROTECTION OF DRAINAGE WAYS	36
807	PROTECTION OF THE ENVIRONMENT	36
808	HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES	37
809	ARCHEOLOGICAL AND HISTORICAL DISCOVERIES	37
TITLE 9 - COMPENSATION.....		38
901	CONSIDERATION (CITY'S PROMISE TO PAY).....	38
902	PAYMENT PROCEDURE	38
903	SCHEDULE OF VALUES IN LUMP SUM CONTRACTS.....	39
904	UNIT PRICE CONTRACTS.....	39
905	PROGRESS PERIOD.....	39
906	APPLICATIONS FOR PAYMENT	40
907	RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT.....	41
908	RETAINAGE	41
909	ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS.....	42
910	FINAL ESTIMATE AND PAYMENT	43
911	ACCOUNTING OF COSTS AND AUDIT.....	43
TITLE 10 - WAGES.....		45
1001	PREVAILING WAGE ORDINANCE	45
1002	POSTING OF THE APPLICABLE WAGE RATES	45
1003	RATE AND FREQUENCY OF WAGES PAID	45
1004	REPORTING WAGES PAID.....	45
1005	FAILURE TO PAY PREVAILING WAGES	46
TITLE 11 - CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME		47
1101	CHANGE ORDER	47
1102	CITY INITIATED CHANGES	47
1103	CONTRACTOR CHANGE REQUEST	48
1104	ADJUSTMENT TO CONTRACT AMOUNT	51
1105	TIME EXTENSIONS	54
TITLE 12 - CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES.....		56
1201	NOTICE OF INTENT TO CLAIM	56
1202	SUBMITTAL OF CLAIMS	56
1203	WAIVER OF CLAIMS	58
TITLE 13 - DISPUTES		59
1301	DISPUTES.....	59
TITLE 14 - SITE CONDITIONS.....		60
1401	DIFFERING SITE CONDITIONS.....	60
1402	SITE INSPECTIONS AND INVESTIGATIONS.....	60

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

TITLE 15 - PERFORMANCE AND PAYMENT BONDS	62
1501 SURETY BONDS	62
1502 PERFORMANCE BOND.....	62
1503 PAYMENT BOND.....	62
TITLE 16 - INSURANCE AND INDEMNIFICATION.....	63
1601 INSURANCE.....	63
1602 DEFENSE AND INDEMNIFICATION.....	63
TITLE 17 - INSPECTION AND DEFECTS	64
1701 CONSTRUCTION INSPECTION BY THE CITY	64
1702 AUTHORITY OF INSPECTORS	64
1703 OBSERVABLE DEFECTS	64
1704 DEFECTS - UNCOVERING WORK	64
1705 LATENT DEFECTS	65
1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK.....	65
TITLE 18 - WARRANTIES, GUARANTEES AND CORRECTIVE WORK.....	66
1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK.....	66
1802 PERFORMANCE DURING WARRANTY PERIOD	67
TITLE 19 - SUBSTANTIAL COMPLETION OF THE WORK	69
1901 CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION.....	69
1902 INSPECTION AND PUNCH LIST.....	69
1903 CERTIFICATE OF SUBSTANTIAL COMPLETION	69
1904 RIGHT OF EARLY OCCUPANCY OR USE.....	69
TITLE 20 - FINAL COMPLETION AND ACCEPTANCE OF WORK	71
2001 CLEAN-UP UPON COMPLETION	71
2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK.....	71
2003 FINAL SETTLEMENT	71
TITLE 21 - SUSPENSION OF WORK	74
2101 SUSPENSION OF WORK	74
2102 SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE.....	74
2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY	75
2104 SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM	75
TITLE 22 - CITY'S RIGHT TO TERMINATE THE CONTRACT	76
2201 TERMINATION OF CONTRACT FOR CAUSE.....	76
2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY	77
TITLE 23 - MISCELLANEOUS PROVISIONS	80
2301 PARTIES TO THE CONTRACT.....	80
2302 FEDERAL AID PROVISIONS	80

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

2303	NO WAIVER OF RIGHTS	80
2304	NO THIRD PARTY BENEFICIARY	80
2305	GOVERNING LAW; VENUE	80
2306	ABBREVIATIONS	81
2307	STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h)	81
INDEX	i-ix

Exhibit E

Special Contract Conditions

SPECIAL CONTRACT CONDITIONS DESIGN-BUILD CONTRACT

The General Contract Conditions were developed and intended to apply to a traditional design-bid-build delivery method. These Special Contract Conditions modify inapplicable provisions of the General Contract Conditions. The remaining General Contract Conditions and these Special Contract Conditions shall apply to this Design-Build Contract unless clearly inconsistent with design-build delivery. In the event of an express conflict, contradiction, or inconsistency between a word, phrase, or provision of the General Contract Conditions and a word, phrase, or provision of these Special Contract Conditions, the word, phrase, or provision of these Special Contract conditions shall prevail over the conflicting, contradictory, or inconsistent word, phrase, or provision of the General Contract Conditions.

SC-1 Construction Specifications

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

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,
(2011 Edition)

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Capital Projects Management

<https://www.denvergov.org/content/denvergov/en/wastewater-management/capital-projects-management.html>

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2019 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

(International Building Code 2018 Series, City and County of Denver Amendments 2019)

<https://www.denvergov.org/content/denvergov/en/denver-development-services/help-me-find-/building-codes-and-policies.html>

National Fire Protection Association Standards

(As referenced in the Building Code of the City and County of Denver)

The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: <https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html> *Transportation Standards and Details for the Engineering Division* and the *Wastewater Management Division – Standard Detail Drawings*, are available at <http://www.denvergov.org>.

The “*Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*” is available for review on CDOT’s website:

<https://www.codot.gov/business/designsupport/cdot-construction-specifications/2021-construction-specifications/2021-specs-book>

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

SC-2 Department of Transportation and Infrastructure (Replaces General Contract Condition 203)

Delete General Contract Condition 203 and replace with the following:

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. For purposes of this Design-Build Contract all references (including, but not limited to, references appearing in the body of the contract, General Conditions, Special Conditions, Exhibits, Contract Documents or Policies and Procedures) to the Department of Public Works will have the same meaning as the Department of Transportation and Infrastructure.

Vested exclusively in the Department of Transportation and Infrastructure is the management and control of the design and construction of general and local public improvements undertaken by the City and County of Denver, except for: (i) work which is under the management and control of the Department of Aviation; (ii) that work performed by the Denver Board of Water Commissioners; (iii) any such work that the Mayor has specifically assigned to another department or agency; and (iv) work under the authority of the Department of Transportation and Infrastructure that is performed with the permission of the Manager of Transportation and Infrastructure by private entities at their own expense.

SC-3 Department of Public Works (Modifies General Contract Condition 204)

General Condition 204 is hereby modified as follows:

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. The Manager of Public Works / Executive Director of Public Works is now the Executive Director of Transportation and Infrastructure. Manager of Public Works, Executive Director of Public Works and Executive Director of the Department of Transportation and Infrastructure have the same meaning for purposes of this Agreement.

SC-4 Designer (Replaces General Contract Condition 110)

Delete General Contract Condition 110 and replace with the following:

“Designer,” also sometimes referred to as “Architect”, “Engineer” “Lead Engineer,” “Lead Design Engineer,” “Design Professional,” “Designer of Record” or “Engineer of Record,” means the architect(s) and/or engineer(s) who design the Project and prepare the specifications or directs the effort of designing the Project and preparing the specifications. The Designer(s) are employee(s) of the Contractor or are retained by the Contractor.

SC-5 Working Hours and Schedule (Modifies General Contract Condition 306.1)

Delete General Condition 306.1 and replace with the following:

.1 For Contracts executed under the authority of the Manager of Public Works:

A. Work shall not normally be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours as specified in the Special Conditions without approval from the Project

Manager. The Design-Build Contractor shall comply with the City's noise control ordinance during all working hours. If the Design-Build Contractor believes it may be necessary to work on Saturdays, Sundays, holidays, or at night, the Design-Build Contractor shall make prior arrangements with the Project Manager and receive written approval at least **48 hours** before such work period so proper coordination may be completed.

SC-6 Design-Build Contractor Superintendent (Modifies General Contract Condition 307)

Delete General Condition 307 and replace with the following:

The Design-Build Contractor shall employ and designate to the Deputy Manager in writing a competent Design-Build Project Manager, Architect's Project Manager, Design Architect(s), Structural Engineer's Project Manager, Design Structural Engineer(s), Construction Quality Assurance Manager, Architect's Quality Assurance Manager, Structural Engineer's Quality Assurance Manager, Mechanical Engineer's Project Manager, Electrical Engineer's Project Manager, Plumbing Engineer's Project Manager, Workforce Development Program Coordinator, Small Business Utilization Coordinator, and Construction Superintendent. The qualifications of these staff shall be acceptable to the Deputy Manager. The Design-Build Manager and Superintendent shall serve on a full-time basis at the Work site and shall be authorized to act on behalf of the Design-Build Contractor in all matters related to the Work. The same person(s) shall continue in their defined roles until the Work has been completed, unless the Deputy Manager requests that they be replaced, or they cease to be employed by the Design-Build Contractor or they become sick or disabled.

SC-7 Design-Build Contractor Submittals and Other Written Communications to the City (Modifies 309.2)

Delete General Condition 309.2 and replace with the following:

.2 Formal communications from the Design-Build Contractor to the City that are necessary for the performance of the Design-Build Contract, including documents described in the Contract Documents, and any other written communications, will be addressed to the Project Manager unless otherwise specified in the Contract Documents. Only when the Design-Build Contractor finds it necessary to request review of a decision of the Project Manager shall the Design-Build Contractor address correspondence directly to the Deputy Manager. All written communications or submittals shall be signed by the Design-Build Contractor's Project Manager. Additional requirements regarding submittals are set forth in the Technical Specifications.

SC-8 Suggestions to Design-Build Contractor (Modifies General Contract Condition 313)

Delete General Condition 313 and replace with the following:

Any plan of action, method of work, or construction procedure suggested orally or in writing to the Design-Build Contractor by any City employee, agent or representative, which is not set out in Change Orders or other written directives issued in accordance with the Contract Documents, if adopted or followed by the Design-Build Contractor in whole or in part, shall be performed at the sole risk and responsibility of the Design-Build Contractor.

SC-9 Permits and Licenses (Replaces Paragraph 317.1 of General Contract Condition 317)

Delete Paragraph 317.1 of General Condition 317 and replace with the following:

.1 The Design-Build Contractor is required to possess the appropriate contractor and engineering licenses issued by the Department of Public Works and the State of Colorado, respectively, pertaining to the Work to be performed.

SC-10 Construction Surveys (Replaces Paragraph 318.1 of General Contract Condition 318)

.1 The City does not take responsibility for the accuracy of any survey data provided by the City. The Design-Build Contractor must validate that this data is accurate and ensure that all elements of the Work are correctly located.

SC-11 Contract Documents – Review and Interpretation (Modifies General Contract Condition 401 by Deleting General Condition 401.3 and Modifying General Condition 401.7)

General Contract Condition 401.3 is deleted.

General Contract Condition 401.7 is deleted and replaced with the following:

.7 If the Design-Build Contractor or any of its Subcontractors or Suppliers, knows or reasonably should know by virtue of common knowledge or customary practice in the construction industry that any of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, or rules or regulations, in any respect, the Design-Build Contractor shall promptly notify the Project Manager in writing, and any necessary changes shall be accomplished by issuance of an appropriate Change Order or field directive. If the Design-Build Contractor or any of its Subcontractors, perform any Work when they know or reasonably should know that it is contrary to such laws, statutes, ordinances, building codes, rules or regulations, the Design-Build Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto. Under no circumstances will the City accept or be responsible for any Work deemed to not meet the Denver Building and Fire Code or the opinion of the Authority Having Jurisdiction.

SC-12 Contract Drawings and Technical Specifications (Replaces General Contract Condition 403.2)

General Contract Condition 403.2 is hereby modified as follows:

.2 The Design-Build Contractor is responsible for keeping an accurate record of drawings and specifications to record the construction of the Work in its as-built condition at the Project Construction Site. The Design-Build Contractor shall daily record all changes and deviations in a neat and legible manner on the Contract Documents. Any deviation from the Contract Documents or technical specifications and the Work done, no matter how insignificant, must be recorded. Underground utility structures encountered in performing the Work shall be correctly located on such drawings through physical ties or dimensions to permanent monuments or structures. When the Work is completed, the Design-Build Contractor must deliver a single set of Record Drawings that accurately reflect the as built condition of the Project elements and Technical Specifications along with electronic copies to the Project Manager. These drawings (including electronic copies) must be provided and be approved by the Project Manager before final payment can be made. Electronic copies must be completely useable by the City.

SC-13 Shop Drawings, Product Data and Samples (Replaces General Contract Condition 405)

General Contract Condition 405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES is hereby deleted in its entirety and replaced with the following:

.1 The Design-Build Contractor shall submit all Shop Drawings, as defined in these General Conditions to the Project Manager after being approved by the Designer of Record. Submittal

shall show applicable stamps of designer approval prior to being submitted to the Project Manager. The Project Manager will review the shop drawings with reasonable promptness following receipt of the shop drawings. The Project Manager will indicate its review with the following messages: Does not object; Does not object, but conditioned as noted, or, Objects.

- .2 The Design-Build Contractor shall prepare, review, certify, endorse and submit, to the Designer, with reasonable promptness, and in such sequence as to cause no delay in the Work, all Shop Drawings, required by the Contract Documents. The Design-Build Contractor shall prepare and deliver to the City a submittal schedule for Shop Drawings, as required by the Contract Documents. All such drawings and other material shall contain identifying nomenclature and each submittal shall be accompanied by a transmittal identifying in detail all enclosures. Facsimile reproductions of Contract Documents shall not be used, in whole or in part, for the direct submittal of Shop Drawings unless specifically approved by the Project Manager.
- .3 By preparing, certifying, and submitting Shop Drawings, the Design-Build Contractor represents that the Design-Build Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project, the Contract Documents and previously reviewed and accepted submittals.
- .4 The Design-Build Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the City's review. The Design-Build Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the City's review of them. Review of a specific item by the City shall not indicate the City's acceptance thereof. City review of the Shop Drawings shall not be construed as approval of the adequacy of the documents and shall not constitute a waiver of any remedies the City may have in law or inequity.
- .5 All re-submittals shall either on their face, or in the accompanying transmittal, clearly indicate all revisions that have been made since the previous submittal.
- .6 The Project Manager may review the Design-Build Contractor's submittal such as Shop Drawings, for conformance with the Contract Documents. Review by the Project Manager shall not relieve the Design-Build Contractor of its responsibilities under the Contract Documents.

SC-14 Subcontracts (Replaces General Contract Condition 501)

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

SC-15 Subcontractor Acceptance (Modifies General Contract Condition 502.3)

General Contract Condition 502.3 SUBCONTRACTOR ACCEPTANCE is hereby modified as follows:

- .3 The Design-Build Contractor shall submit within 30 days of award a statement signed by an officer or principal of the Design-Build Contractor certifying that the Design-Build Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Design-Build Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that subcontractor and attach to that

statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.

SC-16 Reserved

SC-17 Reserved

SC-18 Cooperation with Other Work Forces (Replaces Paragraphs 701.4 and 701.5 of General Contract Condition 701)

Paragraphs 701.4 and 701.5 of General Contract Condition 701 COOPERATION WITH OTHER WORK FORCES are replaced with the following:

- .4 If the Design-Build Contractor, through its acts or omissions, causes loss, damage or delay to the Work or other property, the Design-Build Contractor shall, upon due notice, promptly use its best efforts to remedy such loss, damage or delay, at no additional cost to the City.
- .5 If the Design-Build Contractor, through its acts or omissions, causes loss, damage or delay to the Work or other property, the Design-Build Contractor shall, upon due notice, promptly use its best efforts to remedy such loss, damage or delay, at no additional cost to the City. If the Design-Build Contractor, through its acts or omissions, causes loss, damage or delay to the Work or property of any other Contractors, Subcontractors, tenants, government agencies, and municipal, public service or utility systems, the Design-Build Contractor shall, upon due notice, promptly use its best efforts to remedy such loss, damage or delay, or otherwise settle with such other person or entity by agreement or otherwise, at no additional cost to the City.

SC-19 Protection of Street and Road System (Modifies Paragraph 805.1 of General Contract Condition 805)

General Contract Condition 805.1 PROTECTION OF STREET AND ROAD SYSTEM is replaced with the following:

- .1 The City's street and road system will include the Colorado Department of Transportation street and road system included within or adjacent to this Project – and includes but is not limited to all of the City's permanent or temporary highways, streets, alleys, railway lines, bikeways, pedestrian pathways, bridges and other roads or related structures.

SC-20 Hazardous and Explosive Materials or Substances (Adds Paragraph 808.3 to General Contract Condition 808)

Paragraph 808.3 is added to General Contract Condition 808:

- .3 As used herein, the phrase "hazardous materials or substances" (or similar words or phrases) shall mean and refer collectively to all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the Work (collectively, the "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "**Hazardous Materials**" shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials,

special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute.

SC-21 Payments to Contractors

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay all first-tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. Contractor further agrees that, to the fullest extent possible within Textura, 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 Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura 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:

<u>Agency/Firm</u>	<u>Name</u>
Department of Transportation and Infrastructure	

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, and its subcontractors of all tiers who have performed Work, shall also submit to the Auditor and other appropriate officials of the City prior to submitting the payment application, information required by General Contract Condition 1004, REPORTING WAGES PAID.
4. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors’ Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final Claim Release Form and Certificate of Contract Release Form from the Contractor.

The forms, Final Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor’s Certification of Payment (CCP), both of which must be used are attached below. If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Release and CCP forms are acceptable.

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

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

(SAMPLE)
Certificate of Contract Release

Name
Street Address
City, State, Zip

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

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

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

Contractor's Signature

Date Signed


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

Sincerely,

Contract Administration

City and County of Denver Department of Transportation & Infrastructure
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dot

311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

 DENVER <small>THE MILE HIGH CITY</small>		City and County of Denver							
		Contractor's/Consultant's Certification of Payment (CCP)							
Prime Contractor or Consultant:		Phone:	Project Manager:						
Pay Application #:	Pay Period:	Amount Requested:							
Contract #:		Project Name:							
Current Completion Date:	Percent Complete:	Prepared By:							
Original Contract Amount:		Current Contract Amount:							
		A	B	C	D	E	F		
Prime/Subcontractor/Supplier Name	Contracted to:	Org Type:	MW/S/DBE/Non	Original Contract Amount	Current Contract Amount including Amendments	Requested Amount of this Pay Application	Amount Paid on the Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/I)
General Contractor	City of Denver	On-System	MBE						
Self Performed	n/a	n/a							
Subcontracted	n/a	n/a							
Sub1 - 1st Tier	General Contractor	On-System							
Sub2 - 1st Tier	General Contractor	On-System							
Self Performed	n/a	n/a							
Sub 1 - 2nd Tier	Sub 2 - 1st Tier	Lien Waiver							
Sub 3 - 1st Tier	General Contractor	On-System							
Self Performed	n/a	n/a							
Sub 2 - 2nd Tier	Sub 3 - 1st Tier	On-System							
Self Performed	n/a	n/a							
Sub 1 - 3rd Tier	Sub 2 - 2nd Tier	Manual							
Totals				\$ -	\$ -	\$ -	\$ -	\$ -	0%
The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.									
Prepared By (Signature):						Date:			
COMP-FRM-027 rev 052720									

Contractors Certification of Payment Form	
Field	Description
Prime Contractor or Consultant:	Legal entity name that is contracted to City.
Phone:	General contact number for Prime Contractor or Consultant.
Project Manager:	City Project Manager that serves as primary contact in directing work contracted.
Pay Application #:	Sequential number of each request for payment.
Pay Period:	Period of performance of work; ideally calendar month (i.e. 1/1/2020-1/31/2020)
Amount Requested:	Dollar value of amount requested with this invoice. If retainage applies, this amount would include retainage.
Contract #:	City issued contract number for project specific contract number. If for Work Orders or Task Orders issued from Master On Call, that City issued number for the Work Order or Task Order.
Project Name:	City Project Name.
Current Completion Date:	Estimated completion date of contract, work order or task order.
Percent Complete:	% complete by calculating dollars paid against dollars remaining.
Prepared By:	Contractor or consultant individual completing information.
Original Contract Amount:	Amount of initial awarded contract, work order or task order.
Current Contract Amount:	Amount of initial awarded contract, work order or task order PLUS any change orders or amendments executed by City.
Prime/Subcontractor/Supplier Name:	Each line should reflect either the Prime's company legal name if reflecting self-performed work, or subcontractor or supplier company legal name
Contracted to:	Legal entity name that the listed company is contracted to, whether City, Prime, Tier one sub, or other tier.
Org Type:	Textura CCP only; either On-System, Lien Waiver or Manual. Non-textura = N/A
Requested Amount of this Pay Application:	Provide the amount requested for work performed or materials supplied by each listed subcontractor/subconsultant/supplier for this pay request. This should include all first tier subcontractors/subconsultants/suppliers AND all subcontractors/subconsultants/suppliers listed for participation toward contract's applicable (MWSDBE) program goal.
Amount Paid on previous application:	Provide the amount requested for work performed or materials paid to each listed subcontractor/subconsultant/supplier on prior pay request. The sum of items listed in this column should equal the amount paid to the Prime Contractor or Consultant on the previous pay request. This should be the actual amount of the check or ACH issued to all first-tier and
Net Paid to Date:	Net paid to date should include amounts paid to all first tier subcontractors/subconsultants/suppliers AND all subcontractors/subconsultants/suppliers listed for participation toward contract's applicable (MWSDBE) program goal.
Paid % Achieved:	% complete by calculating dollars paid against dollars remaining.

SC-22 Change Order (Replaces General Contract Condition 1101)

General Contract Condition 1101 CHANGE ORDER is hereby replaced in its entirety with the following:

1101 CHANGE ORDER

- .1 A Change Order is a written instrument signed by the Manager, other designated parties, and the Contractor, that contains their agreement upon all of the following matters:
 - A. The change(s), addition(s) or deletion(s) to the Work;
 - B. The amount of the adjustment in the Contract Amount, if any; and
 - C. The extent of the adjustment in the Contract Time or Period of Performance, if any.
- .2 No change of Contract Time or Contract Amount, or any other change to the Contract, shall be binding until the Contract is modified by a fully executed Change Order.
- .3 No revision or change furnished or requested by either party to the other in connection with the preparation, submission, review, comment, approval, or identification of the Design Development Documents or Construction Documents will be considered a change entitling the Design-Build Contractor to a change in the Contract Time, unless such change shall be expressly evidenced by a Change Order.
- .4 Changes in design and construction required to conform to the requirements of the Design-Build Criteria and Scope, unless the Design-Build Criteria and Scope have been modified by Change Order, shall be completed by Design-Build Contractor without any increase in the Contract Amount or adjustment to the date for Contractual Milestone, Substantial Completion, and Final Completion regardless of the stage of completion of design and/or construction and regardless of whether any design or construction has been otherwise approved by the City. Changes to the Contract Documents, including, without limitation, changes in the Contract Amount or extensions of the date for Substantial Completion, shall only be by Change Order issued by the City.
- .5 "Project Directives" are Change Orders funded solely by encumbered City contingency that cumulatively do not exceed the City contingency shown on the most current Appropriation and Encumbrance Form. The Executive Director delegates to the Project Director the authority to execute Project Directives. Nothing in this section 1101.5 of General Condition 1101 gives the Contractor any right to City contingency.

SC-23 [Omitted]

SC-24 TIME EXTENSIONS (Modifies General Contract Condition 1105)

General Contract Condition 1105.3 is hereby modified as follows:

- .3 If abnormal weather conditions are the basis for a request for an extension of the Contract Time, such request shall be documented by data substantiating that weather conditions were unusually severe for the period of time, and could not have been reasonably anticipated. To establish the existence of abnormal weather, the Design-Build Contractor must submit

documentation that establishes that the weather conditions experienced fall outside of the extreme ranges of weather data published by the National Climatic Data Center for the Denver Metropolitan Area for the ten (10) year period immediately preceding the date of the Design-Build Contract. Regardless of actual weather conditions, delays to non-critical path activities shall not be counted as an abnormal weather Day for purposes of calculating weather related time extensions, unless such delay causes the activity to become part of the critical path.

SC-25 Surety Bonds (Modifies and Supplements General Contract Condition 1501)

General Contract Condition 1501 SURETY BONDS is hereby modified as follows:

- .4 The Performance and Payment Bonds required under GC 1502 and 1503 shall remain in full force and effect throughout the general warranty period following Final Acceptance. This obligation of the Design-Build Contractor shall continue notwithstanding the making or acceptance of final payment under GC 2003.

SC-26 Construction Inspection by the City (Replaces General Contract Condition 1701)

General Contract Condition 1701 CONSTRUCTION INSPECTION BY THE CITY is hereby modified to read as follows:

- .1 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a cost of the Work without any increase to the Lump Sum Contract Price. In addition, Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under the Design-Build Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.
- .2 Building Inspection will perform building code compliance inspections for structures designed for human occupancy. It is the Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

SC-27 Contractor’s Warranties, Guarantees and Correction of Work (Modifies General Contract Condition 1801.1)

General Contract Condition 1801.1 CONTRACTOR’S WARRANTIES, GUARANTEES AND CORRECTION OF WORK is hereby modified to include the following provision:

The Contractor further warrants that the Work and completed Project shall (1) conform to all professional engineering principles generally accepted as standards in the industry in the State of Colorado, (2) be free from defects (including design errors), and (3) incorporate specifications and/or drawings selected or prepared for use during construction that are appropriate for their intended purposes.

SC-28 Disposal of Non-Hazardous Waste at DADS

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

SC-29 Greenprint Denver Requirements

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-31.

A completed “Greenprint Denver Closeout Form for Construction Projects” shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

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

SC-30 Prohibition on Use of CCA-Treated Wood Products

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

SC-31 Waiver of: Part 8 of Article 20 of Title 13, Colorado Revised Statutes

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

SC-32 Debarred Subcontractors Prohibited

The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code. Without limiting the foregoing, the Contractor is prohibited from hiring any subcontractor ineligible under any of the Federal Provisions of this Contract, including those in Part 4 of the Contract.

SC-33 Attorney's Fees

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

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

SC-34 Acceptance or Approval by City

Pursuant to the Design-Build Contract, and the other contract documents, the City may be required to review various documents, design, specifications and other information submitted by the Contractor and /or Designer. It is expressly understood and agreed by the Contractor that under no circumstances shall any review by the City, or its agents or representative relieve the Contractor or the Designer, or any engineer, architect or other consultant retained by, through or under the Contractor, of any liability, obligation, or responsibility, whether by statute, regulation, contract, custom or otherwise, for the design and construction of the Project and the compliance of the Work with the requirements of this Contract, including without limitation, compliance with the Design-Build Requirements, except to the extent amended by Change Order. The City's acceptance or approval of any deviation or omission from, or conflict or contradiction with the Design-Build Requirements must be in writing and an appropriate Change Order issued modifying the requirements of the Design-Build Requirements.

SC-35 Spare Parts

Prior to Substantial Completion, the Contractor shall deliver new, unopened containers of maintenance supplies, tools, spare parts, extra stocks of materials, finish materials, paint, and similar physical items to the City for those items typically requiring repair or replacement during the first two (2) years of building operation in quantities as directed by the City. Such maintenance supplies, tools, spare parts, extra stocks of materials, and similar physical items may include, but not necessarily be limited to, any special manufactured items, paint, devices or parts that are not available through regular procurement procedures and shall be delivered to the Project and placed in a location as directed by the City.

SC-36 Start-Up

The Contractor, with the assistance of operating personnel made available by the City, will direct the checkout of utilities and operations of systems and equipment for readiness, perform initial start-up, commissioning and testing procedures, and instruct operating personnel in the operation of said utilities, systems and equipment.

SC-37 Warranty Inspection Services

At the time of final acceptance and during the applicable general warranty period, the Contractor shall provide quarterly, or as otherwise agreed to by the City, on-site review and inspection services. At the end of the month preceding the last month of the applicable general warranty period, the City Project Manager and Contractor shall visit the Project to conduct a final review and inspection of the completed construction to identify additional warranty Work required of the Contractor prior to expiration of the applicable general warranty period. The Contractor shall provide for the City's review and approval a written report of the findings of the Contractor, a list of all warranty work to be completed, and a schedule for that completion.

SC-38 Defense and Indemnification

General Condition 1602, INDEMNIFICATION, is modified to read in full as follows:

1602 DEFENSE AND INDEMNIFICATION

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the Work performed under this Contract that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
- (c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Contract shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Contract.

SC-39 Title 311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT is hereby deleted in its entirety and replaced with the following:

NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

1.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

1.2. The Contractor certifies that:

1.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

1.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

1.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

1.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

1.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

1.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

1.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

[END OF EXHIBIT]

Exhibit F

CCD ROCIP Insurance Manual, the City Insurance Requirements and the ROCIP Safety Manual

CCD ROCIP Insurance Manual for Tier I

Project No.: TBD

**The above Project No. is important when enrolling
you must have this code to enroll**

**Project: To Be Finalized by
Insurance Broker upon
Enrollment**

**Lead Contractor: To Be Finalized by Broker upon
Enrollment**



CITY AND COUNTY OF DENVER
201 W. Colfax Dept. 1010
Denver, CO 80202

Table of Contents

Page

Section 1 – Introduction

Overview.....	1
About This Manual.....	2
What This Manual Does.....	2
What this Manual Does Not Do.....	2
Key Information.....	2

Section 2 - Project Directory..... 3**Section 3 - Definitions.....** 4**Section 4 - CCD ROCIP Insurance Coverage**

ROCIP insurance coverage.....	8
Covered parties.....	8
Those not covered.....	8
Evidence of coverage.....	8
Description of ROCIP coverages.....	9
Workers Compensation and Employers Liability.....	9
Commercial General Liability.....	9
Commercial General Liability Claim Charge Back.....	10
Excess Liability.....	10
Contractors Pollution.....	11
Contractors Pollution Charge Back.....	11
Builder's Risk.....	12
Builder's Risk Claim Charge Back.....	14
ROCIP Termination or Modification.....	14

Section 5 - Contractor And Subcontractor - Required Coverages

Contractor- and Subcontractor- Provided Coverages.....	15
Automobile Liability and Automobile Physical Damage.....	16
Workers' Compensation and Employer's Liability.....	16
Commercial General Liability/Umbrella Liability.....	16
Watercraft and Aircraft Liability.....	17
Professional Liability.....	17
Contractors Pollution Liability.....	17
Contractor's Equipment.....	17

Section 6 - Contractor And Subcontractor Responsibilities

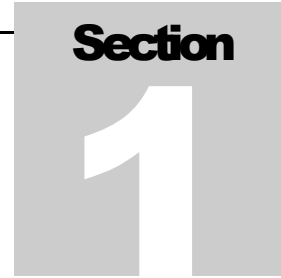
Contractor bids.....	19
Enrollment.....	19
Assignment of Return Premiums.....	20
Payroll Reports.....	20
Insurance Company Payroll Audit.....	21
Completion of Work.....	21
Claims Reporting.....	21
Safety Procedures.....	22
Off-Sites Locations.....	22
Change Order Procedures.....	22
Close Out and Audit Procedures.....	22

Section 7 - Claim Procedures

Workers' Compensation Claims.....	23
Liability Claims.....	26
Builders' Risk Claims.....	26
Automobile Claims.....	26
Pollution Claims.....	26

Section 8 - Enrollment Procedures and Requirements s

Instructions for Reporting Claims via Administrator's On-Line System.....	28
Online Enrollment Instructions.....	29
Online Payroll Reporting Instructions.....	38
Sample Certificate of Insurance - Evidence of Off-Sites Coverage.....	40
Employee Injury Reporting Form.....	41
General Liability Loss Report.....	45
Builders Risk Loss Report.....	49



Overview

Welcome to the CITY AND COUNTY OF DENVER ROCIP PROGRAM (CCD ROCIP) for Tier 1.

A ROCIP is a program that insures the Project Owner, all Enrolled Contractors, Enrolled Subcontractors of every tier and other designated parties for Work performed for various Projects for the City and County of Denver. Certain contractors and subcontractors are ineligible for this program. These parties are identified in the definitions section of this manual and in Section 4.

Coverage under the ROCIP Program includes Workers' Compensation, Employers Liability, General Liability, Excess Liability, Builders Risk and Contractors Pollution Liability.

Since the CITY AND COUNTY OF DENVER will pay insurance premiums for the ROCIP coverages described in this manual, you should notify your insurer(s) to delete from your insurance program charges for the on sites activities of this Project that are covered under the ROCIP. **Each bidder of every tier is required to exclude from its' bid price, its normal cost for the insurance coverages to be provided by the City and County of Denver under the ROCIP Program. All subsequent change orders will also exclude these costs. Excluded insurance costs are subject to verification and documentation by the ROCIP Administrator.**

Note: PARTICIPATION IS MANDATORY-NOT OPTIONAL

Insurance coverage and limits provided under the ROCIP are specific to CCD ROCIP Projects. Your insurance representative should review this information and assist with you in determining your insurance costs based on your insurance requirements. Any additional coverage you may wish to purchase will be at your option and expense. If you elect to do so, we have the right to review it.

SECTION 1: INTRODUCTION

About This Manual

This manual was prepared by Arthur J. Gallagher Risk Management Services, Inc., which is the insurance broker and CCD ROCIP administrator. The manual is designed to identify, define and assign responsibilities for the administration of the ROCIP for the CITY AND COUNTY OF DENVER

What This Manual Does

This Manual:

- Generally describes the CCD ROCIP
- Identifies responsibilities of the various parties involved in the Projects
- Provides a basic description of the CCD ROCIP operation
- Describes some audit and administrative procedures
- Provides answers to basic questions about the CCD ROCIP
- Will be updated throughout the course of the Projects as necessary

What this Manual Does Not Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about CCD ROCIP coverages
- Provide answers to specific claims questions

Specific questions about the CCD ROCIP, its administration or the coverage's provided, should be directed in writing to the appropriate party identified in the Project Directory section immediately following this introduction.

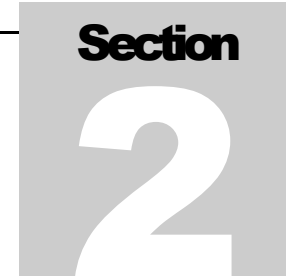
Disclaimer

The information in this manual is intended to outline the CCD ROCIP Program. If any conflict exists between this manual and the CCD ROCIP insurance policies or Contracts between the Owner and Contractor, the policies or Contracts will govern.

Key Information

This manual includes several important sections that provide quick reference information for contractors and subcontractors. Among these are:

- **Project Directory:** A listing of key contact people who can provide further information
- **Definitions:** A list of words used in the manual and their meanings under the ROCIP
- **Enrollment Instructions and Other Claim Reporting Forms:** Instructions for enrolling into the CCD ROCIP via Gallagher's on-line system, and claims reporting workers' compensation claims to the carrier and Gallagher are provided.

SECTION 2: CCD ROCIP PROJECT DIRECTORY

CCD ROCIP Project Directory

The following list includes key risk management and insurance personnel involved in the Projects.

CCD ROCIP ADMINISTRATION - GALLAGHER

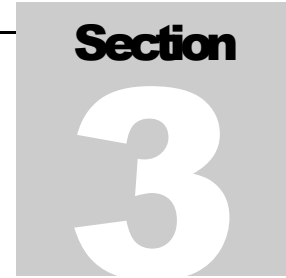
ROCIP Service Team – Arthur J. Gallagher Risk Management Services, Inc.			
CCD ROCIP Administrator.	Heather Lawson	314.800.2205	heather_lawson@ajg.com
Safety/Loss Control.....	Ed Davis	303.889.2552	ed_davis@ajg.com
Safety/Loss Control.....	Terry McIntire	925.407.5451	terry_mcintire@ajg.com
CCD ROCIP Claims.....	Kendall Trump	303.889.2570	kendall_trump@ajg.com

CCD ROCIP MANAGEMENT - GALLAGHER

Arthur J. Gallagher Risk Management Services, Inc.			
Account Executive	Karen Graham	303.889.2538	karen_graham@ajg.com
Account Executive	Scott Whiteside	510.207.0115	scott_whiteside@ajg.com
CCD ROCIP Program Manager.....	Tara Tinney	303.889.2590	tara_tinney@ajg.com

CCD ROCIP MANAGEMENT - CITY AND COUNTY OF DENVER

CCD ROCIP Management Team			
Owner Representative / CCD Risk Manager	Devron McMillin	720-913-3345	Devron.McMillin@denvergov.org
Overall Safety Manager	Theresa Goodwin	303-907-4488	Theresa.Goodwin@denvergov.org
Assigned Project Manager/ Safety & Health			
Assigned Project Manager/ Safety & Health			



Definitions

The following is a summary of definitions applicable to the CCD ROCIP used in this manual.

Approved Additional Sites:	Projects as identified in the CCD ROCIP contract documents and on file with the insurance company.
Additional insured:	Any other party so named in the insurance policies
Broker:	Arthur J. Gallagher Risk Management Services, Inc. herein referred to as “Broker” or “Gallagher”.
Certificate of Insurance:	A document providing evidence of the existence of coverage for a particular insurance policy or policies.
Change Order:	An amendment to the existing, original or most recent scope of work, either increasing or decreasing the breadth of task orders, or their numbers, which may result in greater or reduced charges.
Contract:	A written agreement between the CITY AND COUNTY OF DENVER and the Lead Contractor describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between a Contractor and any tier of Subcontractor.
Contractor:	The person, firm, joint venture, corporation, other party or entity that has entered into a Contract with THE CITY AND COUNTY OF DENVER to perform Work at the Project Site(s).
Contractor Safety Supervisor:	The Safety Coordinator for each major contractor on site is responsible for the safety of that contractor, its subcontractors and their employees. This representative is also the liaison with Gallagher and CCD assigned Project Managers.
Completed Operations Coverage:	Completed Operations Coverage is extended for a period of eight (8) years commencing at the earliest of either: 1) completion and/or acceptance of the work by the CITY AND COUNTY OF DENVER, 2) that portion of the Project is put to its intended use by the CITY AND COUNTY OF DENVER

SECTION 3: CCD ROCIP II DEFINITIONS

- Employer:** Any individual, firm, corporation or other entity, which provides direct construction labor, including supervisory labor, for work performed at the Project Sites.
- Enrolled Parties:** The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
- Lead Contractor** The Contractor that CITY AND COUNTY OF DENVER enters directly into a formal Contract for work performed at the Project Sites.
- Non-Enrolled:** A "Non-Enrolled" Contractor or Subcontractor is one that has not submitted the required enrollment forms. A "Non-Enrolled" Contractor or Subcontractor is also one that has submitted the required enrollment forms and has either not received written confirmation from the Owner's representative evidencing acceptance into the ROCIP or has received written confirmation from the Owner or its representative declining acceptance into the ROCIP. The ROCIP does not insure "Non-Enrolled" Contractors, Subcontractors or Sub-subcontractors.
- Ineligible Party:** Parties not covered by the ROCIP because of ineligibility. No insurance coverage provided by City and County of Denver under the CCD ROCIP 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) with no direct onsite installation responsibility; **however, for General Liability Coverage only, the CCD ROCIP insurance carrier may agree to extend coverage if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the insurance carrier requires 30 days advance written notice to the CCD ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the insurance carrier before enrolling in the CCD ROCIP for General Liability coverage only.**
 - (2) Hazardous materials remediation, removal, or transportation companies and their consultants;
 - (3) Any architect, engineer or surveyor or their consultants.

SECTION 3: CCD ROCIP II DEFINITIONS

- (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); or
- (9) Any other person or entity specifically excluded by CCD, in its sole discretion, from participation as Enrolled Parties.

If a Contractor's employee is making deliveries to the site and is off-loading materials, the employee shall be eligible for coverage under the CCD ROCIP.

It is your responsibility to contact the CCD ROCIP Administrator and confirm your eligibility before you begin work on the project.

If you are uncertain as to whether your firm will participate in the CCD ROCIP Program, or wish confirmation of your eligibility, please contact the CCD ROCIP Administrator.

- Named Insured:** The CITY AND COUNTY OF DENVER, A MUNICIPAL CORPORATION OF THE STATE OF COLORADO, and its subsidiary and affiliated companies; Enrolled Contractors and subcontractors of any tier and any other party so named in the insurance policies.
- Insurer:** The insurance companies which provide coverages for the CCD ROCIP.

SECTION 3: CCD ROCIP II DEFINITIONS

- On-Sites Activities:** Those activities “at or emanating from” the Project Site.
- Payroll Reports:** Monthly Payroll Reports are mandatory. For purposes of the CCD ROCIP, payroll refers to **unburdened** straight time payroll per Workers’ Compensation Class Codes.
- Policy Owner:** The CITY AND COUNTY OF DENVER, PROGRAM IDENTIFIER: CCD ROCIP
- Policy Term:** The Policy Term will cover the period of construction through project completion, including a (8) year term for Completed Operations.
- Project Sites:** “Project Sites” shall mean those areas designated in writing by the CCD ROCIP in a Contract document for performance of the Work and such additional areas as may be designated in writing by the CITY AND COUNTY OF DENVER for Contractors’ use in performance of the Work. Subject to CCD ROCIP Insurers written approval, the term “Project Site” shall also include: (1) field office sites, (2) property used for bonded storage of material for this Project only approved by the CITY AND COUNTY OF DENVER, (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 CCD ROCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.
- Items 1 through 4 above must be approved by the CCD ROCIP Insurer and listed on the CCD ROCIP Policy.
- ROCIP:** Rolling Owner Controlled Insurance Program – A coordinated insurance program providing certain insurance coverages as generally described in this manual for Work at the Project Sites.
- ROCIP Administrator:** Arthur J. Gallagher Risk Management Services, Inc. herein referred to as the “CCD ROCIP Administrator.”
- 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 or emanating directly from the Project Sites. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract documents.

CCD ROCIP Insurance Coverages

This section provides a brief description of CCD ROCIP coverages. The actual policies that control the details concerning coverage, exclusions and limitations are available upon request.

Covered Parties

Parties covered as Named Insured's include the CITY AND COUNTY OF DENVER, its' related entities, and Enrolled Contractors and Subcontractors of any tier. Parties included as Additional Insured's include all those designated by the CITY AND COUNTY OF DENVER, and any other party that a Named Insured is required under contract to add as an additional insured.

Those Not Covered

- A) Ineligible for coverage are: vendors, suppliers, material dealers, off-site fabricators with no on-site labor unless agreed to in advance by the carrier, and those personnel involved merely in, loading, transporting and unloading materials, personnel, parts, equipment or any other items to, from or within the Project Sites. Contractors performing jobs that are not eligible for CCD ROCIP coverage may include but are not limited to those contractors who present an exceptionally hazardous exposure or risk to the jobsites. However, Contractors and Subcontractors engaged in minor demolition work are covered under the CCD ROCIP Program.
- B) Those who are not enrolled.
- C) Those who are not added as Additional Insured's.

Evidence of Coverage

Each Enrolled Contractor and Subcontractor will be issued a Certificate of Insurance evidencing Workers' Compensation, General Liability and Excess Liability insurance to each Enrolled Contractor and Subcontractor of any tier, each of whom will be an Insured on the policies. Other documentation including forms, posting notices, etc., will be available at the Project Sites. Policy copies will be made available upon written request to the CCD ROCIP Administrator.

SECTION 4: CCD ROCIP INSURANCE COVERAGE**Description of ROCIP Coverages**

The following sections provide a summary of the policies that the CCD ROCIP has obtained for this Project. The limits shown will be the minimum limits purchased by the Owner.

Workers Compensation and Employers Liability:

A policy will be issued to each Enrolled Contractor for workers' compensation coverage.

Part One - Workers' Compensation: Statutory Limit

Part Two - Employer's Liability:	Annual Limits Per Insured
Bodily Injury by Accident, each Accident	\$1,000,000
Bodily Injury by Disease, each employee	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000

- Other States Coverage
- Designated Projects Endorsement
- Waiver of Subrogation
- Alternate Employer Endorsement
- Maritime/Jones Act – If Required

A single policy will be issued to each Enrolled Party for General Liability. Contractor and Subcontractor will be issued a Certificate of Insurance.

Commercial General Liability:

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

- Named Insured Endorsement
- Additional Insured Endorsements (CG 2038 and CG 2037 or their equivalent)
- Designated Projects Declaration and Schedule
- Legal Defense Outside Policy Limits
- Annual Reinstatement of Aggregates as defined in the policy
- Period of Statute of Repose Products & Completed Operations Extension commencing when your work is considered to be completed as defined in the Policy
- Primary and Non-Contributory to any insurance of self-insurance otherwise available to the insured parties
- Separation of Insureds Clause
- Waiver of Transfer of Rights of Recovery Against Others
- Limited Exclusion - Contractors Professional Liability Endorsement
- Repair Work Coverage – 3 years
- Absolute Lead and Asbestos Exclusions
- Total Pollution Exclusion with Hostile Fire, Building Heating and Air Conditioning Exceptions
- Nuclear Energy Liability Exclusion

Above is only a summary and the actual terms and conditions are contained in the policy

SECTION 4: CCD ROCIP INSURANCE COVERAGE

Exception/Notes: The CCD ROCIP coverage is limited solely to Work performed at the Designated Project Site and the products and materials permanently incorporated into the Project. Off-site operations shall be covered only if approved by the ROCIP Insurers, designated in writing by the ROCIP Administrator, and when all operations at such site are identified and solely dedicated to the Project. It shall be the responsibility of the Contractors and Subcontractors to notify the ROCIP Administrator, in writing to request coverage for specified off-site operations.

Claims Charge-Back: A claims charge-back will be assessed for the amount of any loss payable under the ROCIP **Commercial General Liability Policy**. The Enrolled Party primarily responsible for causing any bodily injury or property damage liability loss shall be responsible for payment of the charge-back. The charge-back will equal the deductible under the Enrolled Party's commercial general liability policy (non-ROCIP) up to a maximum charge-back of \$25,000. The minimum charge-back shall be the actual loss or \$5,000 whichever is less. The charge-back shall be applied on the same basis as applied under the Contractor's or Subcontractor's commercial general liability insurance policy. All Enrolled Parties are required to provide the City and County of Denver, a copy of their Commercial General Liability insurance deductible endorsement for the purpose of determining the charge-back. If the loss exceeds \$5,000 and information necessary to determine an Enrolled Party's deductible as stated on its commercial general insurance certificate is not available to the City, the City and County of Denver will charge the Enrolled Party the actual loss up to a \$25,000 maximum per occurrence until receipt of documentation from the Enrolled Party's commercial general insurance policy evidencing the contractor's actual deductible. If the loss is less than \$5,000, the City and County of Denver will charge the actual loss. The charge-back does not apply to workers' compensation claims for an Enrolled Party's own employee.

Excess Liability:

	<u>Limits of Liability shared by all Insureds</u>
Each Occurrence Limit :	\$200,000,000
General/Other Aggregate Limit ((Per Project Basis and Reinstates Annually)	\$200,000,000
Products/Completed Operations Aggregate Limit (applies on a Per Project Basis)	\$200,000,000
Products/Completed Operations Aggregate Maximum Policy Cap	\$400,000,000

- "Pay on behalf" wording with legal defense outside the limits
- Designated Projects Schedule
- Scheduled Underlying Coverage's: Employer's Liability; Primary Commercial General Liability
- Period of Statute of Repose for Products & Completed Operations Extension (single policy term aggregate) commencing when the Work is considered to be completed as defined in the underlying General Liability Policy
- Excludes: Automobile Liability, Asbestos; Lead, Silica, Discrimination & Wrongful Termination; War, Nuclear; Pollution (except where noted); and other policy terms and conditions

Above is only a summary and the actual terms and conditions are contained in the policies

SECTION 4: CCD ROCIP INSURANCE COVERAGE**Note**

Contractors and Subcontractors of any tier are advised to arrange their own insurance for Contractor-owned or –leased equipment and materials not intended for inclusion in the Project. The CCD ROCIP will not cover Contractor-owned or leased property.

Contractors Pollution Liability Insurance

(Shared by all insureds)

Coverage: Liability or responsibility for bodily injury, property damage or environmental damage caused by a pollution event resulting from covered operations and 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:	\$25,000,000
Policy Aggregate	\$25,000,000

Products/Completed Operations coverage will extend for eight (8) years after final completion of the Project.

Exception/Notes: The CCD ROCIP Contractors Pollution coverage is limited solely to Work performed at the Project Site and for Projects specifically listed on the Policy.

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

Note

The descriptions above provide a summary of coverages only. Contractors and Subcontractors should refer to the policies for actual terms and conditions.

SECTION 4: CCD ROICIP INSURANCE COVERAGE**Builders Risk:**

Property Excluded: Land/Land Values, Water, Vehicles, Damage To Existing Property (unless specifically endorsed), Contractor Plant & Equipment, Prototypical or Used Equipment As Respects Testing, Property Located At Other Than The Project Site Except While In Transit Or Temporary Offsite Locations, And Others Per Policy Form

Limits of Insurance:	\$465,405,000	Policy Limit/Any One Occurrence
Sublimits:	Included in Policy Limit	Water Damage (includes surface water, back up of sewers and drains)
	\$15,000,000	Damage to Existing Building
	Included Policy Limit	Flood
	Included in Policy limit	Earthquake
	\$10,000,000	Property in Storage Off-Site
	\$10,000,000	Property Temporarily Off-site
	\$10,000,000	Property in Transit (Road, Rail or Inland Waterway, including Place of Storage and Accommodation and all related Loading and Unloading
	25% of Loss/\$10,000,000 Maximum	Debris Removal
	125%	Escalation Clause
	\$2,500,000	Fire Fighting and Service Charges
	\$10,000,000	Law or Ordinance (Coverage B and C only); for Coverage A (building) is included within the Project Value)
	\$5,000,000	Plans, Drawings and Documents
	\$5,000,000	Reproduction of Computer Records
	\$20,000,000	Extra Expense
	\$20,000,000	Expediting Expense
	\$2,000,000	Temporary Repairs
	\$2,000,000	Professional Fees
	\$5,000,000	Loss Minimization Expenses and Preventative Measures
	\$1,000,000	Pollution Clean Up Costs from land and water
	\$500,000	Continuing Hire Costs
	\$5,000,000	Soft costs
Deductibles	\$25,000	Per Occurrence except
	\$75,000	Water Damage
	\$50,000	Flood
	\$50,000	Earthquake
	\$150,000	Damage arising out of Defects in materials, Workmanship, Design, Plan or Specification (LEG/06)
	In the event that more than one Deductible could apply, the largest single Deductible only will apply	

SECTION 4: CCD ROICIP INSURANCE COVERAGE

Coverage Extensions:

- Beneficial Occupancy Clause – Property taken into Use Clause
- Automatic Reinstatement Clause – without additional premium
- Repeat Tests Clause
- Civil or Military Authority Clause
- Other Interests Clause

Other Terms and Conditions:

- Occurrence Definition – 72 hour period
- Primary Insurance Provision
- Defects Extension (LEG 2/96 or LEG 3/06)
- Concealed Damage Clause 50/50
- Permissions Clause
- Claims Procedures Clause
- Interim Payments Clause
- Cancellation Clause – Insurer may cancel only for non-payment of premium
- Inadvertent Errors and Omissions Clause
- Reasonable Precautions Clause
- Dispute Resolution Clause
- Waiver of Subrogation

Exclusions (including but not limited to):

- Contractors' Plant and Equipment
- Wear and Tear or Gradual Deterioration (with exception)
- Corrosion and Erosion (with exception)
- Normal Upkeep
- Penalties and Consequential Loss
- Money
- Inventory Loss (including mysterious disappearance)
- Aircraft
- War and Civil War
- Political Risks
- Radioactivity (CL 370)
- Electronic Data (Computer Virus, Corruption or Alteration, etc.) with exception for if loss is caused by an insured peril
- Deliberate Acts

SECTION 4: CCD ROCIP INSURANCE COVERAGE

Coverages: The CITY AND COUNTY OF DENVER shall provide Builder's Risk insurance on an "all risk" basis, and covering the work and all materials and equipment to be incorporated therein, including property in transit or elsewhere, subject to certain sub-limits, and insuring the interests of the CITY AND COUNTY OF DENVER, the Contractor, subcontractors, and material suppliers. This insurance shall not cover any personal property of the Contractor or Subcontractors, including tools, equipment, scaffolding, staging towers, and forms, rented or owned by the Contractor or any Subcontractor, the capital value of which is not included in the cost of the Work. Builder's Risk insurance will not provide coverage against loss by theft or disappearance of any materials (unless the materials are to be incorporated into the Project), tools, or equipment of the Contractor or any tier of Subcontractor, or any other person furnishing labor or materials for the Work. Contractor agrees to indemnify, defend, and hold the CITY AND COUNTY OF DENVER and its officers, agents, and employees, harmless from any such loss, theft, or disappearance.

A **claims charge-back** will be assessed for the amount of any loss payable under the **Builder's Risk Policy**. The first \$5,000 of any such occurrence will be paid by Contractor. This includes all expenses or claim payments incurred by the 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.

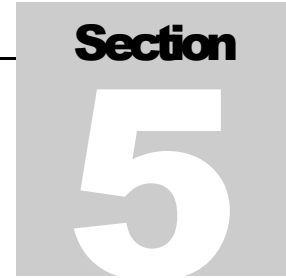
Note

The descriptions above provide a summary of coverages only. Contractors and Subcontractors should refer to the policies for actual terms and conditions.

ROCIP Termination or Modification

The CITY AND COUNTY OF DENVER reserves the right to terminate or modify the CCD ROCIP or any portion thereof. The CITY AND COUNTY OF DENVER exercises this right, Enrolled Contractors and Subcontractors of any tier will be provided notice as required by the terms of their individual Contracts. At its option, the CITY AND COUNTY OF DENVER may procure alternate coverage or may require the Lead Contractor to procure and maintain alternate insurance coverage at the costs that you identified in your bid.

**SECTION 5: CCD ROCIP CONTRACTOR AND
SUBCONTRACTOR REQUIRED COVERAGES**



Required Coverage for Contractors and Subcontractors

Contractors and Subcontractors of any tier are required to maintain coverage to protect against losses that occur away from the Project Sites or that are otherwise not covered under the CCD ROCIP.

Contractors and Subcontractors of any tier are required to maintain insurance coverage that protects the CITY AND COUNTY OF DENVER from liabilities arising from the Contractor's and Subcontractor's operations performed away from the Project Sites and for types of coverage not provided by ROCIP, and for operations performed in connection with the Contract by those who are Ineligible. Contractors and subcontractors are solely responsible for monitoring these matters.

See Section 8
for sample Certificate of
Insurance form.

Verification of insurance may be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25-S. A sample of an acceptable Certificate of Insurance is provided in Section 8. Please note requirements for a thirty (30) day notice of cancellation, waiver of subrogation and additional insured status. Also, Contractor's and Subcontractor's insurance must be primary and non-contributory.

Contractors are responsible for verifying and monitoring the adequacy of insurance required to be maintained by Subcontractors and Ineligible parties' with whom the Contractor contracts. The CITY AND COUNTY OF DENVER reserves the right to disapprove use of Subcontractors unable to meet any insurance requirements. Enrollment information and Certificates evidencing compliance with any and all insurance requirements shall be sent to the CCD ROCIP Administrator.

Prior to mobilization and within 30 days of any renewal, change or replacement of coverage, Contractors and Subcontractors shall submit to the CITY AND COUNTY OF DENVER and the CCD ROCIP Administrator a Certificate of Insurance evidencing the coverage, limits and deductibles as specified in this section.

The limits of liability shown for the insurance required of the Contractor and Subcontractors are minimum limits only and are not intended to restrict or limit the liability imposed on the Contractor and Subcontractors for Work performed under their Contract.

SECTION 5: CONTRACTOR AND SUBCONTRACTOR REQUIRED COVERAGES

Contractor and Subcontractor Provided Coverages

Automobile Liability and Automobile Physical Damage

All Contractors and

Subcontractors shall provide evidence of automobile liability. CCD ROCIP does not cover automobile liability.

Covering all owned, leased, hired and non-owned automobiles, trucks and trailers with coverage no less broad than that of the ISO Commercial Business Auto Policy in limits not less than **[\$1,000,000] combined single limit** each accident for bodily injury and property damage and automobile physical damage. Coverage shall apply both on and away from the Project Sites.

All hazardous waste or materials transporters including but not limited to any contractor or subcontractor (including fuel, oil, gasoline) must carry a minimum of \$5,000,000 combined single limit and show evidence of MCS90 Endorsement.

Eligible

Contractors and Subcontractors **shall** provide evidence of workers' compensation insurance for off-site activities, including design work.

Ineligible Contractors and Subcontractors shall provide evidence of workers' compensation applicable to the Project.

Workers' Compensation and Employer's Liability

Part One - Workers' Compensation:

Statutory Limit

Part Two - Employer's Liability

**Annual Limits:
Contractor**

Bodily Injury by Accident, each Accident	\$100,000
Bodily Injury by Disease, each Employee	\$100,000
Bodily Injury by Disease, Policy Limit	\$500,000

Commercial General Liability/Umbrella Liability

Ineligible

Contractors and shall provide evidence of general liability insurance for the Project and must name the **CITY AND COUNTY OF DENVER**, the Owner of the Project Sites and other parties as additional insured's to the policy

PRIME CONTRACTOR REQUIREMENTS

Limits of Liability

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

SUBCONTRACTOR REQUIREMENTS*

Limits of Liability

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

*Please refer to your Insurance Requirements as they may differ from these requirements

Coverage shall be on an occurrence form and apply to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations. Limits can be provided by a combination of a primary Commercial General Liability policy and Excess or Umbrella Liability policy.

SECTION 5: CONTRACTOR AND SUBCONTRACTOR REQUIRED COVERAGES

Watercraft and Aircraft Liability

Should watercraft or aircraft of any kind be used by a Contractor or Subcontractor of any tier, or by anyone else on its behalf, Contractor or Subcontractor shall maintain or cause the operator of the watercraft or aircraft to maintain Liability insurance with a minimum combined single limit for bodily injury and property damage including passengers in an amount agreed upon in writing with the City and County of Denver.

THE CITY AND
COUNTY OF
DENVER does not
provide professional
liability insurance for
Contractors or Sub-
contractors.

Professional Liability

All contractors with any design responsibility must provide professional liability insurance or require their design consultants provide appropriate insurance covering liability arising out of design errors and omissions with a limit of not less than \$1,000,000 per claim for each design Contractors. All such policies must be primary and non-contributory with a waiver of subrogation.

Contractor's Equipment

All Contractors and Subcontractors of any tier must provide a Certificate of Insurance evidencing coverage or replacement cost of Contractor's or Subcontractors [tools and] equipment, with a waiver of subrogation in favor of the CITY AND COUNTY OF DENVER, and all CCD ROCIP enrolled contractor and subs of any tier.

Contractor and Subcontractor Responsibilities

Throughout the course of the Project, Contractors and Subcontractors will be responsible for the reporting and maintaining of certain records as outlined in this section.

The Contractor and all Subcontractors of any tier are required to cooperate with the CITY AND COUNTY OF DENVER, its Broker, CCD ROCIP Administrator and insurance companies, in all aspects of CCD ROCIP operation and administration. Responsibilities of the Contractor and Subcontractors of any tier include:

- Enrolling in CCD ROCIP
- Including CCD ROCIP provisions in all subcontracts as appropriate
- Providing timely evidence of off-sites insurance to and the CCD ROCIP Administrator
- Notifying the CCD ROCIP Administrator of all subcontracts awarded
- Maintaining and reporting payroll records
- Cooperating with the City and County of Denver, its Broker, the CCD ROCIP Administrator's and insurance companies' requests for information
- Complying with insurance, claim and safety procedures
- Notifying the Broker and the CCD ROCIP Administrator as required by contract of any insurance cancellation or non-renewal (Contractor- and Subcontractor- required insurance)

SECTION 6: CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES**Contractor Bids**

See Section 8 for sample forms that can help identify your insurance costs. See Section 2 for information on contacting the CCD ROCIP Administrator.

Insurance is provided for all Eligible, Enrolled Contractors and Enrolled Subcontractors of any tier under CCD ROCIP for Work performed at the Project Site. Contractor bids and Change Orders should exclude insurance costs for these coverages. Section 8 of this CCD ROCIP Insurance Manual contains information on how to enroll and submit information to the CCD ROCIP Administrator via an on-line system (VUE) to that the Contractor will be required to submit to the CCD ROCIP Administrator after award of the Contract to document insurance costs excluded by the Contractor for this Project.

Each bidder of every tier is required to exclude from its' bid price, its normal cost for the insurance coverages to be provided by the CITY AND COUNTY OF DENVER under the CCD ROCIP Program. All subsequent change orders will also exclude these costs. Excluded insurance costs are subject to verification and documentation by the CCD ROCIP Administrator.

Note

Before estimating insurance costs or contacting your insurance representative about excluding the Project from regular coverage, you should read this manual in its entirety.

Enrollment

See Section 8 for sample ROCIP forms

Each Contractor shall provide details about itself and its subcontractors as necessary to enroll in the CCD ROCIP. **The City and County of Denver will need all of the information requested to enroll the project, your declaration rate pages for Workers Compensation, General Liability, and Excess Liability as well as deductible endorsement on CGL policy must be completed and submitted to the CCD ROCIP Administrator prior to mobilization to obtain coverage under the CCD ROCIP.**

The CCD ROCIP Administrator must be notified of each separate contract and all change orders.

When a Contractor or Subcontractor is accepted into CCD ROCIP, they will receive a Certificate of Insurance acknowledging that they have been enrolled in CCD ROCIP.

Note: Enrollment is Mandatory - Not Automatic

Enrollment into the CCD ROCIP is required, but not automatic. Eligible Contractors and all Eligible Subcontractors of any tier MUST complete the enrollment forms and participate in the enrollment process for CCD ROCIP coverages to apply. Access to the Project Sites will not be permitted until enrollment is complete.

SECTION 6: CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

Assignment of Return Premiums

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

Payroll Reports

Each Contractor and Subcontractor of any tier must submit **Payroll Reports online via the CCD ROCIP Administrator's website (VUE)** identifying labor-hours and payroll for all work performed for the Project. The monthly labor-hours and payroll reports should include supervisory and clerical personnel on-sites and shall certify all Work performed at or emanating directly from the Project Sites.

Note

Each Contractor and Subcontractor must submit payroll through CCD's LCP portal on conjunction with remitting to the CCD ROCIP Administrator.

This information will be used to provide the insurance companies with information required to determine the City and County of Denver premium. *Instructions are noted under Section 8 of this manual.* The Contractor and each Subcontractor must register first and enroll online. *See Section 8 of this manual for instructions.*

Once the enrollment application is approved, ***an E-mail will be sent to each Contractor and Subcontractor providing each Contractor and Subcontractor a Certificate of Insurance as evidence of participation in the CCD ROCIP. You will be required to log-in monthly to the CCD ROCIP Administrator III's website and submit monthly payroll.***

Note: Separate Reports Required

Separate Enrollment and Payroll Reporting is required for each Contract for Work you are performing.

SECTION 6: CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

Insurance Company Payroll Audit

Each Enrolled Contractor and Subcontractor is required to maintain payroll records for the Project in accordance with the *Basic Manual of Rules, Classifications, and Experience Rating Plan for Workers' Compensation and Employer's Liability Insurance*. Such records shall allocate the payroll by Workers' Compensation classification(s) and shall include all payrolls as defined by the State of Colorado state manual rules.

It is important that you properly classify payrolls, as these will be reported to the rating agency. All Enrolled Contractors and Subcontractors of any tier shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the ROCIP insurance carriers or the City and County of Denver 's representatives at any reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

The Insurance Company has the right to correct and reclassify payroll.

Note

Failure to submit the payroll reports as required may result in the withholding of payments until required documentation is received.

Completion of Work

When an Enrolled Contractor or Subcontractor of any tier has completed its Work, each Enrolled Contractor or Subcontractor of any tier shall complete must login into the CCD ROCIP Administrator's website and complete the close out page.

Final Payment will not be released by the City and County of Denver until all necessary forms have been submitted to the CCD ROCIP Administrator.

Claims Reporting

A claims kit will be provided to all Contractors. It will include details about claim reporting and is intended for use at the Project Sites.

Each Contractor and Subcontractor of any tier shall follow the claims procedures as established by the CCD ROCIP Administrator. Contractors and Subcontractors of any tier agree to assist and cooperate in every manner possible in connection with the adjustment of all claims and demands in which the City and County of Denver Insurer(s) is called on to adjust or defend. Please refer to **Section 7** of this Manual.

Contractors will be provided loss information for their respective claims. Contractors are encouraged to participate in the claims management process. The CITY AND COUNTY OF DENVER has ultimate authority in any claim settlement matter.

SECTION 6: CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

Each Contractor and Subcontractor will have the full right to participate in the management and mitigation of their own workers' compensation claims and any financial information regarding each individual contractor's workers' compensation claims will be provided.

A Manual

establishing minimum standards for Contractor and Subcontractor of any tier safety programs will be provided to all Contractors and Subcontractors of any tier.

Safety Procedures

Each Contractor and Subcontractor of any tier is required to establish a written safety program and to provide a full-time Safety Manager or designated safety representative who shall be on sites when any Work is in progress. Minimum standards for such programs are outlined in the CCD ROCIP Safety Program Manual.

Off-Sites Locations

The Contractor and Subcontractor of any tier are responsible for applying for approval to have off-site locations covered. The Contractor shall notify the City and County of Denver of the need and shall request approval of such location. The request should include the location, address, and description of the Project Sites, the type of use to which it will be put, and the duration of the work to be performed at such location. The off-site location must be dedicated to the Project.

Coverage is not automatic until confirmed by the CCD ROCIP Administrator.

Change Order Procedures

Change orders will also be priced by the Contractor and its Subcontractors to exclude their cost of insurance for the coverages provided by CCD ROCIP.

Close Out and Audit Procedures

When a Contractor and/or an associated Subcontractor of any tier has completed its Work at the Project Site(s) and will no longer have on-site workers, the Contractor shall notify The CCD ROCIP Administrator of final payroll by clicking the box on the Monthly Payroll Screen. Then the Contractor should go into the Close out Tab and verify total payroll and final contract value and complete close out information.

Claim Procedures

This section describes basic procedures for reporting various types of claims: workers' compensation, liability, and damage to the Project.

Claim Contacts

The primary Claim contact for the project will be:

Kendall Trump, CIC, ARM-e
 Vice President/Sr. Claim Consultant
 Arthur J. Gallagher Risk Management Services, Inc.
 303-889-2570
kendall_trump@ajg.com

A Claims Reporting Kit

will be provided to all Contractors. It will include details about claim reporting and is intended for use at the Project Sites.

Workers' Compensation Claims

The main responsibility for any Contractor or Subcontractor is first to see that any injured worker receives immediate medical care. Next, you should contact the Prime Contractor immediately in the event of a serious injury or accident. An Employer's First Report of Injury and the Supervisor's Report of Injury form must be completed within 24 hours and submitted in accordance with claims procedures as noted on **page 24**. Each Contractor or Subcontractor is responsible for providing to their injured employee a WC-1 form which also must be completed by the injured employee.

The claims kit will be provided to all Enrolled Contractors and Subcontractors of any tier. These packets will include claim forms. Additional claim forms will be available by contacting the CCD ROCIP Administrator.

The City and County of Denver's Insurer will arrange with preferred, local medical providers for treatment of all minor or non-life threatening injuries. The name and location of such preferred, local medical providers are provided in the claim kits as well as a poster to be posted at Project Sites.

SECTION 7: CCD ROCIP CLAIM PROCEDURES

Enrolled Contractors of any tier must designate a representative called the Contractor Safety Supervisor at the Project Sites to take injured employees to the medical center, and to report the claim. This individual should remain with the injured employee at the medical center while such employee is being treated. The treating physician should provide a written description of whether or not the injured employee can return to work, a list of restrictions if any, and the estimated length of time such employee can stay on modified duty.

The City and County of Denver Insurer will arrange for local 911 emergency ambulance services for response to any serious, traumatic, life-threatening injuries and will provide information to be posted at the Project Sites and in the claims packet.

**Carrier: Zurich American Insurance Co.
Worker Compensation Claims Reporting Information**

Gallagher has created a claim report kit to report workers' compensation claims. The claims kit is sent out by the ROCIP Administrator with acknowledgement of your enrollment into the ROCIP. The Claims Kit is available on the CCD ROCIP Administrator's on-line system (VUE) under the Documents tab under each Contract. Contractors and Subcontractors can access the claims kit on a 24/7 basis.

Below are instructions on how to report a workers' compensation claim. You can report a claim via the INSURER's website, e-mail, fax or by telephone as noted below:

Make sure your Policy # is included in Forms or Cover Sheets.

Report Workers Compensation Claims

Claims are to be reported via the INSURER's website noted below:

www.zurichna.com

(click on the "Claims" tab and then under "Report a New Claim" click on the "file a claim online tab, click on "Workers' Compensation" on the left hand side of the screen and follow the instructions). You will need your Policy #; the Insured Name is your Employer Entity Name.

You may report a claim by **calling or faxing** the Zurich's North American Claims Reporting Care Center as follows:

Phone: 1-800-987-33731

Fax: 1-877-962-2567

Any questions, please contact Kendall Trump at Gallagher at 303.889.2570 for assistance.

SECTION 7: CCD ROCIP CLAIM PROCEDURES**Carrier: Zurich American Insurance Co.
Worker Compensation Claims Reporting Information
(Continued)*****Reporting via e-mail:***

You may e-mail the FIRST REPORT OF INJURY to the following E-mail address which has been specifically set up for this ROCIP; however, please note the following restrictions on the E-mail Notice of Loss:

E-mail: usz.nwcclaims@zurichna.com

Additional restrictions on this e-mail program include the following:

- Send notice of loss when emailing us (no photos, color graphics, or shaded attachments)
- Send a basic attachment format that does not contain digitized logos, unstable formatting, or hyperlinks
- Any changes to the email format or types of attachments will require additional approval on the INSURER's end

Also, the Colorado First Report of Injury form (*See page 51 and the separate worksheet provided*) that is currently being used for new claim reporting does not include fields for Location Code, policy # etc. We have attached a an INSURER Workers' Compensation Worksheet for reporting claims to the INSURER. There are fields for the Location Code and your Policy #. This form can be used for E-mail reporting. The INSURER will file the Colorado First Report of Injury electronically with the State.

Medical Bills

Please send all medical bills to the following Zurich Office:

Zurich North America - Claims

P.O. Box 66941

Chicago, IL 60666

Fax: 847.240.8172

Medical Bill Inquiries

Please call Zurich; however, contacting the adjuster assigned is more efficient.

Medical provide line to assist in finding claim number assigned:

Call the Zurich Medical Provider Helpline at 719.590.8719

E-mail Zurich's Care Center at usz_carecenter@zurichna.com

Claim Documents:

Usz.zurich.claims.documents@zurichna.com

SECTION 7: CCD ROCIP CLAIM PROCEDURES

Liability Claims

Accidents at or around the Project Sites resulting in damage to property of others (other than the Work itself), or personal injury or death to a member of the public, must be reported immediately to the Prime Contractor, City and County of Denver and Gallagher. The General Liability Reporting form found in the **Claim Kit** shall be completed and emailed, faxed or phoned within 24 hours of injury or damage.

Contractors and Subcontractors of any tier shall not voluntarily admit liability and shall cooperate with the CITY AND COUNTY OF DENVER, Gallagher and the Insurer representatives in the accident investigation.

Builder's Risk Claims

Report any damages to your Work or the Work of any other Contractor/Subcontractor to the Prime Contractor, CITY AND COUNTY OF DENVER Assigned Project Manager, and Gallagher. In addition, complete the Builders Risk Loss Reporting form and submit it to Gallagher.

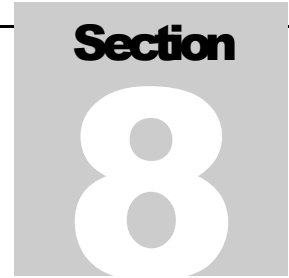
Automobile Claims

No coverage is provided for automobile accidents under the CCD ROCIP. It is the sole responsibility of each Contractor and Subcontractor of any tier to report accidents involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the Project Sites must be reported to the Lead Contractor, the CITY AND COUNTY OF DENVER, Assigned Project Manager, and Gallagher. These accidents may be investigated with regard to any liability arising out of the Project construction activities that could result in future claims (e.g. due to the conditions of the roads, etc.) Each Contractor and Subcontractors of any tier shall cooperate in the investigation of all automobile accidents.

Pollution Claims

Contractors and Subcontractors of any tier shall **immediately** notify the Lead Contractor, CITY AND COUNTY OF DENVER, Assigned Project Manager and Gallagher of any known or suspected pollution incidents.



Enrollment Procedures and Requirements – via Administrator’s On-Line System

Prime Contractor Hensel Phelps Construction Co.

Project: 202053365

This section contains information on enrollment procedures and requirements including enrolling via the CCD ROCIP Administrator’s website and, reporting payroll on-line and other administration of the CCD ROCIP.

Note

For assistance, please contact:

Heather Lawson – CCD ROCIP Administrator

Telephone Number: 314-800-2205

Email: heather_lawson@ajg.com

Or

Clayton Pennock – CCD ROCIP Administrator

Telephone Number or 314-800-2280

Email: clayton_pennock@ajg.com

SECTION 8: CCD ROCIP ENROLLMENT PROCEDURES AND REQUIREMENTS**CCD ROCIP Enrollment Procedures and Requirements**

EVERY CCD ROCIP PARTICIPANT MUST COMPLETE THE CCD ROCIP ENROLLMENT ONLINE.

IMPORTANT! YOUR PROJECT NO. IS REQUIRED WHEN ENROLLING

1. Enroll online at: <https://ajg.vuewrapup.com/contractorportal>. You must register first if you do not already have a user login. Once you register and login click “New Enrollment” and when you are prompted for a Project Code use **your Project No. 202053365**
2. Once you complete the online enrollment upload a certificate of insurance to the documents section. Please find a sample certificate after this page. The certificate must be in accordance with the CCD ROCIP enrollment provisions in the General Conditions evidencing primary Auto Liability, Workers’ Compensation, and General Liability for Project-Related Operations performed away from the CCD ROCIP Project Site. *Contact your Insurance Agent for this certificate (a sample is included). It is your responsibility to notify your Insurance Agent to exclude all work to be done at this Project Site from your regular General Liability and Workers’ Compensation policies.*
3. You must also upload a copy of your Workers Compensation, General Liability, and Excess Liability rating and declaration pages from your primary insurance policy.
4. Arthur J. Gallagher will send a Certificate of Insurance evidencing your coverage under the CCD ROCIP program. You should keep this certificate as evidence of your participation in the CCD ROCIP. It may be required by your regular insurance company to exclude this job site from your regular policy.
5. Once you begin work on site you must log in on a **monthly basis** and submit your monthly payroll. Click the box by the contract number and click the “Payroll” button at the top of the page. Verify that the dates the system pulled in are correct before saving your monthly payroll. If you have multiple class codes and are only reporting payroll under one of them for any given month you must enter \$0 for those class codes that you do not have payroll for.
6. When you have completed your work on the Project, you must login into the system and complete the closeout page. Click the box by your contract and click “Close Out” at the top of the page. You will be asked to reconcile your monthly reported payroll and provide your final contract value.

If you have any questions or concerns please don’t hesitate to contact:

Heather Lawson
314-800-2280
Heather_lawson@ajg.com

SECTION 8: CCD ROCI P ENROLLMENT PROCEDURES AND REQUIREMENTS

On-line Enrollment Instructions

Enrolling Through the Online Portal

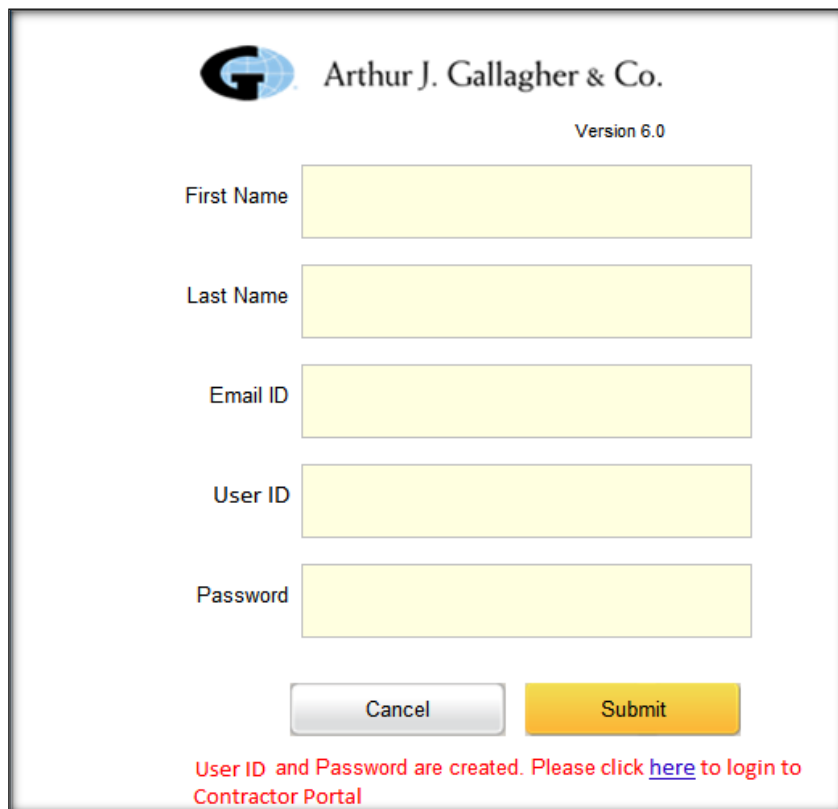
1. In your web browser, open the AJG Wrap-up Management Portal URL (<https://ajg.vuewrapup.com/contractorportal>). This will open the portal login screen.



If you have never registered with the AJG Wrap-up Contractor Portal nor received a login for ajg.vuewrapup.com, follow steps 2-4.

If you are already registered, proceed to step 5.

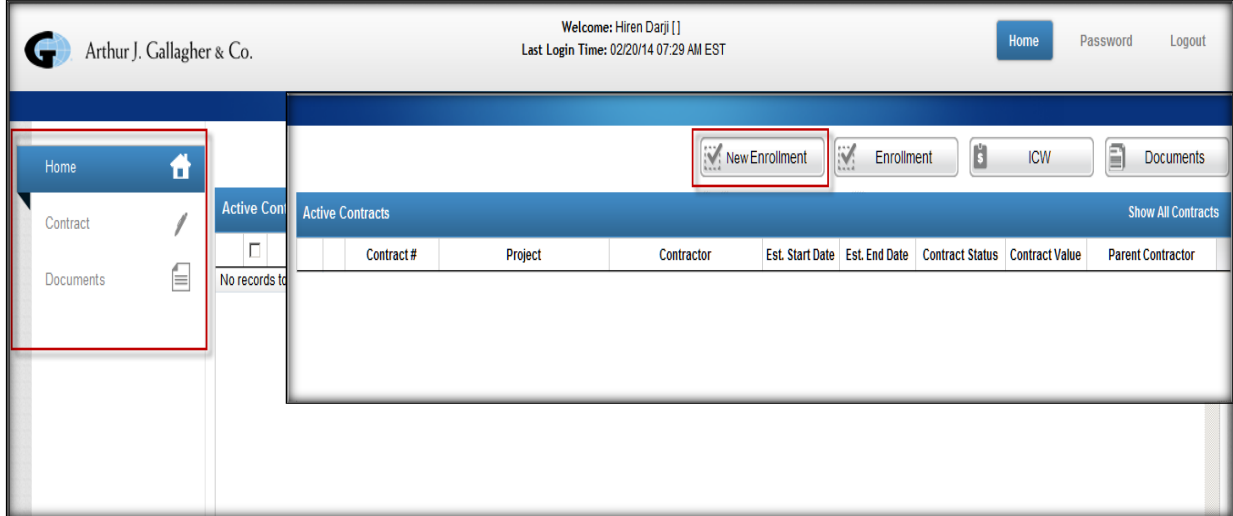
2. Click the Register Me link at the bottom right hand corner of the login box.



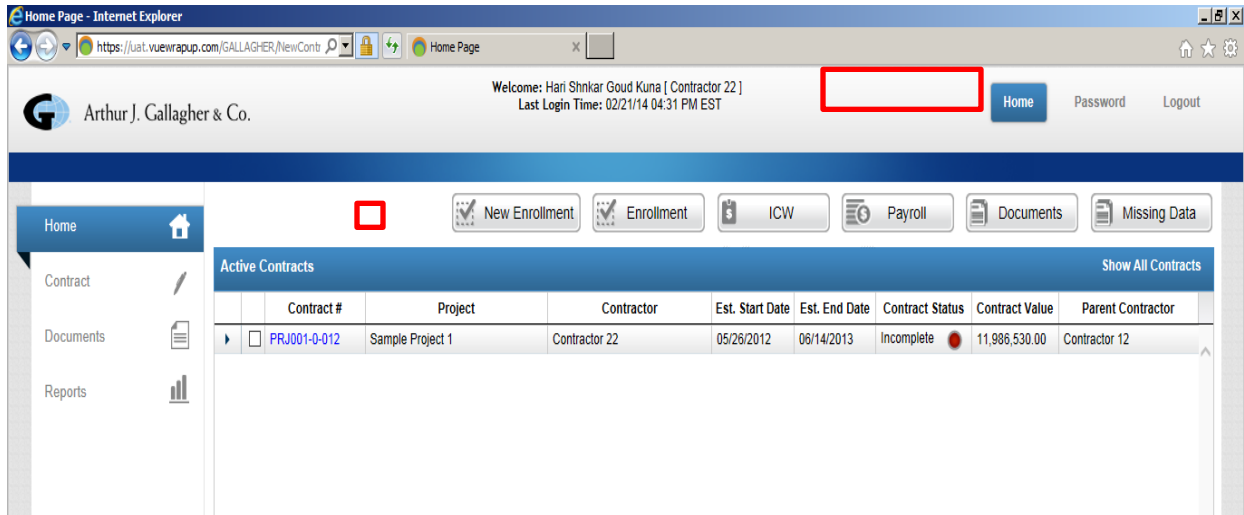
3. Fill in the form with your first name, last name, email ID (email address) and enter the User ID you would like to use. Your User ID can be any User ID you will easily remember, such as your first initial and last name (preferred), your company name, or your email address, and must be unique. Password may contain letters, numbers and symbols. All fields are required.

SECTION 8: CCD ROPIP ENROLLMENT PROCEDURES AND REQUIREMENTS

- When your registration has been received successfully, you will see the message “User ID and Password are created. Please click here to login to Contractor Portal” in red. Click the link to be redirected to the login page where you can login to the portal to complete your enrollment. You will also receive an email with your User ID and Password for your records.
- When you login, if you do not yet have any contracts added, click the button “New Enrollment”.



If you already have the contract in the system, click the checkbox next to the contract you need to enroll or complete enrollment, then click the Enrollment button. If you do not see your contract, add a New Enrollment and **use project code [202053365]**



SECTION 8: CCD ROCI P ENROLLMENT PROCEDURES AND REQUIREMENTS

6. You will be brought to the Enrollment Screen.

The screenshot displays the 'Enrollment' screen for Arthur J. Gallagher & Co. The user is Hiren Darji, with a last login time of 02/20/14 07:29 AM EST. The page features a navigation menu on the left with 'Contract' selected. The main content area is titled 'Enrollment' and contains a 'Contract Information' section. The fields in this section are as follows:

Project	North West Stadium	Parent Contractor	South West Inc.
Contractor	Bridgestone Construction LL	FEIN	12-1231231
Est Start Date	02/20/2014	Est End Date	02/20/2015
Contract Value	500,000.00		
Description	Building a New Stadium.		

The Enrollment Screen includes the following sections, each of which can be expanded or collapsed for ease of review:

- a. Contract Information
 - b. Address
 - c. Contact
 - d. Estimated Payroll
 - e. Insurance Information
7. Fill in each section with your information to the best of your ability. Fields highlighted in yellow are required. If you do not know the information for a required field, enter an X, or if a specified format is required such as a date, enter your best estimate.
- a. For a new enrollment, all fields shown should be filled in.
 - b. If you have previously started an enrollment or if a contract has been added to your portal by an administrator, you may not be able to edit some fields. Move on from those and fill in all the other fields as completely as possible. (If you notice a mistake in a non-editable field, contact your administrator).

SECTION 8: CCD ROICIP ENROLLMENT PROCEDURES AND REQUIREMENTS

8. In the Contract Information section, please enter your contract Estimated Start Date, Estimated End Date, Contract Value and Description of Work.

Contract Information 1

Project: Parent Contractor:

Contractor: FEIN:

Est Start Date: Est End Date:

Contract Value: Contract Status:

Description:

Contract Description is required.

9. In the address section, enter a primary address by filling in the fields for address type, street address, city, state, zip, and checking the checkbox “Primary”. You must enter at least one address and it must be marked as primary.
- a. To add a secondary address, click the Add button in the lower right hand corner of the address section. This will open another address section.
 - b. To mark a different address as primary, first uncheck the Primary checkbox in the address originally checked as primary, then check the primary checkbox in the new primary address. If you check the Primary box in a different address first, you will get an error message. You first must un-check the original checkbox and then check the new checkbox.
 - c. To delete an address, click the delete button at the lower right hand corner of the section containing that address. (Delete will only show when there is more than one address added.)
 - d. Note: You cannot delete an address that has already been approved by the administrator. If you try to delete an address which has been approved by AJG Wrap-up Administrator, then you will get the error message: “You cannot delete Address approved by administrator. Please contact AJG Wrap-up administrator.”

Address

Address Type: Primary:

Street Address1: Street Address2:

City / State / Zip:

SECTION 8: CCD ROICIP ENROLLMENT PROCEDURES AND REQUIREMENTS

10. In the Contact section, add your contacts. You must enter at least one contact and it must be marked as primary. You can also add additional contacts. The same rules around marking as primary, adding and deleting apply for Contact as for address. Please see the address section above for more details.
- You must provide a value for your corresponding preferred mode of contact. For example, if you select email as your preferred method of contact, you must provide an email address.

Contact

NOTE: Please provide Primary Contact with Email and/or Fax, First Name and Phone.

Job Title Primary

First Name Last Name

Email Fax

Phone Mobile

Preferred Mode of Contact

Add

11. In the estimated payroll section, you must enter estimated payroll for at least one worker's compensation class code. For each class code, select the class code, enter the man hours and the payroll amount.

Estimated Payroll

• Estimated Payroll is required.

State NEW YORK Select WC Code Select

Man Hours Payroll(\$)

Add

- If editing an existing enrollment or completing an enrollment for an administrator-added contract, the state will be driven off of the project state and will not be editable.
- To add another class code, click Add. Once there is more than one class code, the Delete button will also appear, allowing you to delete other records if needed.

SECTION 8: CCD ROCI P ENROLLMENT PROCEDURES AND REQUIREMENTS

12. The Insurance Information section is required, however items a. and b. below are not mandatory (please enter that information if available).

- a. Risk ID # (This is the ID # assigned to the Contractor by the Rating Bureau that compiles and calculates the EMR).
- b. Rating Bureau (The organization that compiles Claims history and Payroll to calculate the EMR).
- c. EMR value for current year.
- d. Anniversary Rating Date (MM/DD/YYYY) by when new EMR shall come into effect).

(Note: Contact your Broker/Producer on your worker's compensation policy to obtain these details if you do not have them.)

- e. Offsite WC (Worker's Compensation) Carrier Name
- f. WC (Worker's Compensation) Offsite Policy Number
- g. Policy Effective Date (mm/dd/yyyy) - Start date of the Policy
- h. Policy End Date (mm/dd/yyyy) – End date of the Policy

The screenshot shows a web form titled "Insurance Information". It contains the following fields:

- Risk ID: Text input field
- Rating Bureau: Dropdown menu
- EMR: Text input field
- Anniversary Rating Date: Date picker
- Offsite WC Carrier: Text input field
- WC Offsite Policy #: Text input field
- Policy Effective Date: Date picker
- Policy End Date: Date picker

Below the form is a confirmation checkbox: Statements in this application are true and accurate to the best of my knowledge.

Below the checkbox is a signature and date field: Signature (print your name) and Date [Text input field]

At the bottom center is a yellow "Submit" button.

13. Before you submit your enrollment information, you must check the confirmation checkbox. (Note: The text in your portal may differ from what is shown in the above screenshot.) After you verify the information is correct, check the checkbox.

- a. Once this checkbox is checked, Signature (print your name) and Date field will be visible. Please add details for sign and date.
- a. If Verification checkbox is not checked before submitting enrollment, then system will give message as "You have not verified the above information."
- b. If Signature is not entered before submitting Enrollment, then system will give message as "Signature is required."

SECTION 8: CCD ROICIP ENROLLMENT PROCEDURES AND REQUIREMENTS

Note:

1. If anything is incomplete, a red circle with the number of missing items will be shown on each section.
 - a. For example, if five required data points are missing in the Insurance Information section, the header shows red circled count for the # of missing data points.
2. Once your Contract is Pending / Enrolled, you cannot make changes to the enrollment for the contract.

Submit Documentation

- As part of your enrollment, you will be required to submit the following supporting documentation:
 - WC Rating and Dec pages (Upload per instructions below)
 - Monthly Payrolls (Completed on-line and due on the 5th of every month for the preceding month)
 - Notice of Completion (When your work has been completed)
- From the home screen, you can access the document section in one of the two ways mentioned below.
 - Select the record of Contract # from the list on the Home Screen, and then click on Documents button.
 - Or
 - Click on Documents sub-menu under Contract from the left menu on the screen.
 - Or
 - Click on Documents button from the Enrollment page to upload document for a given contract.

Contract #	Project	Contractor	Est. Start Date	Est. End Date	Contract Status	Contract Value	Parent Contractor
PRJ001-0-000	Sample Project 1	CTR-1224-13	04/16/2012	06/14/2013	Enrolled	81,969,479.00	
TC-0203-14A	TP-0203-14A	CTR-1224-13	01/01/2014	12/31/2014	Incomplete	800,000.00	
PRJ-001-2-001	Sample Project 1	CTR-1224-13		06/14/2013	Incomplete	0.00	
Test_Contract_F...	TP-0203-14A	CTR-1224-13	02/05/2014	12/31/2014	New	500,000.00	
Test_Contr	TP-0203-14A	CTR-1224-13	02/04/2014	08/30/2014	Incomplete	15,000.00	

- Documents screen will be opened.
 - If you access the documents screen by selecting the contract # from the list on the home page or from the Enrollment page, then the contract # will be pre-filled on the top of the screen.
 - If you access the screen by clicking on the Documents sub-menu from the left menu, then you will need to search the Contract # by providing at least the first three characters of the contract number.

On Documents screen, there are three fields: Contract #, Select Form Type and Select File to upload the document. Refer to the image below.

SECTION 8: CCD ROIP ENROLLMENT PROCEDURES AND REQUIREMENTS

Documents

Contract # 109300A-004

Select Form Type

- COI Reviews / Renewals
- Enrollments
- Insurance Cost Worksheet
- NKLL

Select File

Browse

Upload File

Category/Form Type	Status	Document Name	Date/Sent Date	Description
NKLL	Pending	Certificate of Insurance	Tue Aug 27 20:13:50 U...	
Contract Document		Other Documents	Mon Jul 9 23:09:15 UT...	109300A-004 / JH Kelly, LLC
Other Documents	Completed	Insurance&cost worksheet10b7f890-e52b-4406-9560-3...	Mon Jul 9 19:40:01 UT...	

Displaying items 1 - 3 of 3

Screen 1 – Documents Screen

If there are existing document(s) for selected Contract, the system will display those under Documents section.

To add the documents to the selected Contract, please follow below steps.

1. Select Contract # or, if already displayed, go to step #2.
2. Select the Form Type from available options. Note: One can select multiple form types, i.e. Enrollment and NKLL.
3. To locate the file to upload, browse your local drive by clicking on the Browse button. The file must be on your device or computer from which you are currently accessing the portal.
4. Select the file to upload, and click the Upload File button to upload the file.
5. Once the file is successfully uploaded, that document(s) will be listed in Documents Screen.

You can return to the Home page by clicking on the Home button.

Note:

1. Only PDF or TIFF documents can be uploaded.
2. Once the document(s) are uploaded, the document(s) will be listed in the Documents section. Click on the link in the Document Name column to confirm it is the right document for that contract.

SECTION 8: CCD ROPIP ENROLLMENT PROCEDURES AND REQUIREMENTS

Add Lower Tier Subcontractors

- For adding your lower tier Subcontractors for the respective contract, please click on Subcontract button. Please refer to the image below.

The screenshot shows a web form titled "SUBCONTRACT - PROJECT / CONTRACT #". The form is divided into several sections:

- Contract Info:** Contract No (read-only), Expected Start Date (08/01/2013), Business Name (ABC Contractors Inc), FEIN (99-9991235), Approval Status (read-only), Exclude (checkbox), NOA Status (dropdown), Contract Value (5000000).
- Contact Info:** First Name (John), Last Name (Smith), Phone (954-419-2303), Fax (954-419-2303), Email (jsmith@ecssi.com).
- Payroll Contact Info:** First Name (John), Last Name (Taylor), Phone (954-419-2303), Fax (954-419-2303), Email (jtaylor@ecssi.com).

Buttons include "DELETE" (top right), "Add" (bottom right), and "Submit" (bottom center). A checkbox at the bottom left states "I have reviewed the information and agree that it is correct".

- To add a new Subcontractor, please make sure to enter:
 - Expected Start Date – Estimated start date of the subcontract
 - Please enter Business Name, NOA Status (from the available options in the dropdown), FEIN #, Subcontract Value.
 - Contract # and Approval Status are read only fields.
 - Please enter following details for Contact Information and Payroll Contact Information for the subcontract.
First Name, Last Name, Phone #, Fax # and Email Address.
- To add another subcontractor; please click on the ADD button. A new subcontract block will be added under the existing section.
- DELETE** button is available to delete the subcontractor, if needed.
- Please verify the information and check the checkbox next to the statement "I have reviewed the information and agree that it is correct" before submitting the subcontractor details.

Note:

- Once subcontract is submitted, system will display the auto generated contract number in the given Contract # field. The Approval Status will also be shown in the Approval Status field.
- By clicking on Back button on the top-left of the Subcontract screen, the user can go back to the Enrollment screen.

SECTION 8: CCD ROICIP ENROLLMENT PROCEDURES AND REQUIREMENTS

On-line Payroll Reporting Instructions

How to Report Payroll On-Line

- All enrolled Subcontractors **must** submit an On-Site Payroll Report **every month** from the inception of the contract until work is completed. The Payroll report is due on the **5th of every month** for the preceding month's work.
- Actual Payroll details can be submitted online through the portal <https://ajg.vuewrapup.com/contractorportal/>.

Please follow the steps below to submit the Actual Payroll online.

1. Once logged in to the portal site, the Actual Payroll details can be submitted online by using one of the following two options:
 - a. Select the Contract # listed on the Home Screen, then Click on the Payroll button. **NOTE:** If any of your Contract #'s are not listed, please contact your AJG Wrap-up Administrator to check the status of enrollment.
 - Or
 - b. Click on Payroll sub-menu under Contract from the left menu of the screen.



2. Actual Payroll screen will open. Please see the Actual Payroll Form image on following page.

The screenshot shows the 'Actual Payroll' form. At the top, the 'Contract #' is PRJ-001-2-001. Below this, there are fields for 'Report Date' (02/21/2014), 'Start Date' (02/01/2014), and 'End Date' (02/28/2014). There are also fields for 'Signed By' (joe) and 'Title'. A 'Note' field is present below these. At the bottom, there is a table for payroll entries.

WC Code	Description	Man Hours	Gross Payroll (\$)	Reported Payroll (\$)
<input type="checkbox"/> 0042	Landscapping and Gardening	200	1000	1000

SECTION 8: CCD ROCIP ENROLLMENT PROCEDURES AND REQUIREMENTS

3. If you selected the Contract # from the Home Screen, the Contract # will be pre-filled on the form. If it is not, you must select the Contract # from the Contract search box above.
4. Report date is the current date, and will be filled by the System.
5. If this is the first payroll report, please enter the Start Date by either manually typing in Date textbox (MM/DD/YYYY), or using the drop down Calendar. Do the same for the End Date. While submitting subsequent payrolls, the System will populate the next calendar day as the Start Date from the previous report. The End Date needs to be entered manually.
6. Signed By textbox will be pre-filled. Title can be manually entered in the Title textbox.
7. On the payroll screen, the WC Code(s) will be filled from the estimated payroll you submitted during enrollment.
8. If you need to add another WC code, click on the green plus button located above the Reported Payroll column.
9. In the WC Code box, enter the WC Code followed by the Description in the next field. In addition, you can delete a selected WC Code by clicking the Delete (x) icon located above the Reported Payroll column. **Note:** You must leave a note in the notes field explaining to the administrator why you are entering payroll for a class code not included on your enrollment.
10. Click the Man Hours field to enter the correct hours. Enter the Gross Payroll that includes unburdened overtime pay.

Remember: If there are no hours worked for a WC code for that month, enter zero (0).

11. Reported Payroll does not include the premium (excess) portion of any Overtime pay. (i.e. 48 hours. x 24.00\$/hr. = \$1,152, do not include the premium overtime pay of \$12.00 for the 8 hours of overtime). The states of PA, NV, UT, DE and applicable WC monopolistic states require the entire unburdened overtime portion as Reportable Payroll. If you are unsure whether to include the unburdened overtime portion as Reportable Payroll, you can find the information in your CCIP manual, or by calling the AJG Wrap-up Administrator.
12. If a WC Code is entered which was not included in the original Estimated Payroll section on Enrollment Application, a Note explaining the reason for the same must be added before saving the Actual Payroll.
13. If Reported Payroll is less than Man Hours then system will give the message as **“Reported payroll should be more than man hours.”**
14. If Reported Payroll is less than Gross Payroll then system will give the message as **“Reported payroll can never be greater than gross payroll.”**
15. If Payroll Start Date is before Project or Contract Start Date then system will give message as **“Payroll cannot be entered before the Project Start date / Contract Start date, which is [DATE]. Please contact AJG Wrap-up Administrator for assistance.”**
16. After all the required information has been entered, click Submit button. Please note: Once the payroll information has been submitted it cannot be changed. You must contact the AJG Wrap-up Administrator for changes.
17. To print, click Print button on the top right corner of Actual Payroll screen. A PDF file will open displaying the details of the submitted Actual Payroll.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
mm/dd/yyyy

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

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

PRODUCER Your Insurance Agent/Broker Name Address City _____ St _____ Zip Code _____	CONTACT NAME: Your Agent's Contact Name PHONE (A/C No, Ext): Your Agent's Phone Number FAX (A/C, No): Agent's Fax # E-MAIL ADDRESS: Your Agent's E-mail address <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Your Insurance Company INSURER B : Your Insurance Company INSURER C : Your Insurance Company INSURER D : INSURER E : INSURER F :
INSURED Your company Name Address City, State, Zip Code	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			Your Policy #	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			Your Policy Number	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	Y	Y				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$
C	UMBRELLA LIAB			Your Policy #	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	Y	Y				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Sample Document Only
 Certificate must be issued by your primary insurance agent and include the specific wording shown at the bottom of this sample. E-mail or fax to Arthur J. Gallagher ROCIP Dept EM Heather_Lawson@ajg.com

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The CITY AND COUNTY OF DENVER, A MUNICIPAL CORPORATION OF THE STATE OF COLORADO, its officers, directors, employees and agents are Additional Insureds per endorsement equivalent to ISO Form CG 2038. Coverage is primary and non-contributory. Waiver of Subrogation is included for the General Liability, Workers' Compensation per Endorsements # _____ attached.

CERTIFICATE HOLDER City and County of Denver c/o Arthur J. Gallagher RMS, Inc./Gallagher ROCIP Group 12444 Powerscourt Drive St. Louis, MO 63131	CANCELLATION 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 Your Agent's Signature
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Instructions for Completing the First Report of Injury (Form follows these instructions)

Please read all pages }

Note, the actual fillable PDF is attached as a separate document

This is TBD Telephone Reporting Worksheet and will be used to file the Workers' Compensation Claim electronically by TBD.

This form is “**fillable**.” That means you can type the information onto the form from your computer and print the form. To save the form to your computer's hard drive, save it as a pdf with a unique name, then you can clear the form for the next incident.

Use numbers only to fill in the fields for Social Security #, phone numbers and dollar amounts. If a dollar amount contains cents, do type the period. To fill in a **check box**, click inside the box with your mouse. Some **check boxes** require you to select only one answer; you cannot check both. The “Injury Description”, “Name of Witness”, and “Name of Doctor” fields have a gray border to indicate how many lines you have to type in. Use the tab key to navigate to the next field.

INSTRUCTIONS

This form contains all items requested on OSHA Form No. 301, "Injuries & Illnesses Incident Report"

General

- All injuries no matter how trivial must be reported to your insurance company.
- All injuries or occupational diseases which result in lost time from work in excess of three shifts or calendar days, or in permanent physical impairment, must be reported to your insurance carrier on this form within ten days after notice or knowledge of the injury or disease. Fatalities must be reported to your insurance carrier immediately.
- Forms should be typed or printed legibly.
- All questions must be answered completely to meet requirements of the Colorado Workers' Compensation Act and to conform to the OSHA requirements for Form No. 301.
- The employer has the right in the first instance, to select the physician who attends the injured employee.

Calculation of Average Weekly Wage

- Determine the weekly wage rate.
- Add the average weekly amount of any overtime wages, tips or commissions.
- Add the average weekly value of any board, rent, housing, or lodging provided by the employer *if the employer will not be paying such benefit during the period of disability*.
- If the employee is covered by group health insurance *and* the employer does not continue the employee's health insurance coverage during the period of disability, add the employee's cost of conversion to a similar or lesser insurance plan and include this cost in the average weekly wage computation.
- Compute the total from the above categories and insert in the *Average weekly wage at time of injury* field.

Injury Date Information

In the case of an occupational disease, use the date of the last injurious exposure.

Notes

Are Wages continued per C.R.S. 8-42-124?¹

(Subject to application with and approval of the Director of the Colorado Division of Workers' Compensation)

- 1 Any employer who, by separate agreement, working agreement, contract of hire, or any other procedure, continues to pay a sum in excess of the temporary total disability benefits to an employee temporarily disabled as a result of a work related injury or disease, and has not charged the employee with any earned vacation leave, sick leave, or other similar benefits, shall be reimbursed if insured by an insurance carrier or shall take credit if self-insured, to the extent of all moneys that such employee may be eligible to receive as compensation for temporary partial or temporary total disability subject to the approval of the Director of the Colorado Division of Workers' Compensation.

Injury Description (Tell us the part of the body that was affected. Tell us the nature of the injury/illness²; What was the employee doing just before the accident occurred?³; What happened?⁴; What object or substance directly harmed the employee?⁵)

- 2 Be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
- 3 Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; or "daily computer key-entry."
- 4 Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
- 5 Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank

Notices

You are hereby notified that if a child support obligation is owed, compensation benefits may be attached and payment of the child support obligation may be withheld and forwarded to the obligee pursuant to sections 8-42-124 and 26-13-122(4), C.R.S. YOU ARE FURTHER NOTIFIED that you must provide written notice of any award for social security, pension, disability or other source of income that might reduce your compensation benefits. This notice must be sent to the insurance carrier or self-insured employer within 20 days after learning of the payment or award. Failure to report may result in suspension of your benefits pursuant to section 8-42-113.5, C.R.S.

C.R.S. Section 10-1-128(6) (a) states: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purposes of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

Note, the actual fillable PDF is attached as a separate document

WORKERS' COMPENSATION TELEPHONE REPORTING WORKSHEET

THINGS TO REMEMBER WHEN COMPLETING THE INFORMATION BELOW:

Call the Telephone Reporting Center to quickly and easily report all Workers' Compensation injuries. We will be asking you the following questions, so please have the information handy. We will produce and submit the necessary state forms.

DO NOT DELAY IN CALLING IF YOU DO NOT HAVE ANSWERS TO ALL THE QUESTIONS.

ACCOUNT / ACCIDENT INFORMATION

CALLER'S PHONE NUMBER / EXTENSION ()	CALLER'S TITLE	CALLER'S NAME	REPORTING STATE CO
SUBCONTRACTOR/SUBSIDIARY NAME	SUBCONTRACTOR'S ADDRESS (STREET, CITY, STATE & ZIP)	SUBCONTRACTOR'S MAILING ADDRESS (STREET, CITY, STATE & ZIP) <input type="checkbox"/> SAME	
DID THE ACCIDENT OCCUR AT THE LOCATION ADDRESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, ADDRESS WHERE ACCIDENT OCCURRED			
PARENT COMPANY / INSURED'S NAME City and County of Denver; Program Identifier: CCD ROCIP			
LOCATION CODE	POLICY SYMBOL AND NUMBER	NATURE OF BUSINESS	
DATE OF INJURY		TIME OF INJURY	
ACCIDENT DESCRIPTION			

EMPLOYEE INFORMATION

INJURED EMPLOYEE'S SOCIAL SECURITY NUMBER:		EMPLOYEE'S NAME (FIRST, MI, LAST)	GENDER <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
DATE OF BIRTH	EMPLOYEE'S MAILING ADDRESS		
EMPLOYEE'S HOME PHONE NUMBER ()	EMPLOYEE'S HOME ADDRESS (IF DIFFERENT FROM MAILING)		

EMPLOYEE JOB INFORMATION

EMPLOYMENT STATUS CODE <input type="checkbox"/> FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER _____	INJURED WORKER TYPE	REGULAR OCCUPATION
OCCUPATION WHEN INJURED		
EMPLOYEE'S WORK SCHEDULE		
REGULAR WORK HOURS	HOURS/DAY	DAYS/WEEK
EMPLOYEE'S WAGE INFORMATION: \$ _____ / HOUR OR \$ _____ / ANNUAL OR \$ _____ / WEEKLY OVERTIME: \$ _____ ADDITIONAL BENEFITS: \$ _____		
DATE OF HIRE OR LENGTH OF EMPLOYMENT		
SUPERVISOR'S NAME:	SUPERVISOR'S PHONE NUMBER: ()	BEST HOURS TO CONTACT

ACCIDENT INFORMATION

DATE CLAIM REPORTED TO EMPLOYER?	DID EMPLOYEE LOSE ANY TIME FROM WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO	IS THE EMPLOYEE BACK AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE RETURNED TO WORK?
RETURN TO WORK STATUS <input type="checkbox"/> LIGHT <input type="checkbox"/> MODIFIED <input type="checkbox"/> REGULAR	DATE EMPLOYEE LAST WORKED	WAS INJURY FATAL? IF YES, DATE OF DEATH <input type="checkbox"/> YES <input type="checkbox"/> NO
CAUSE OF ACCIDENT (E.G., SLIP/FALL, LIFTING, CHEMICAL)		
EQUIPMENT, MATERIAL OR SUBSTANCE INVOLVED		
DO YOU QUESTION THE VALIDITY OF THE CLAIM? <input type="checkbox"/> YES <input type="checkbox"/> NO		
WITNESS INFORMATION/OTHERS INVOLVED NAME (FIRST, MI, LAST)	ADDRESS	PHONE NUMBER

CONTINUED ON REVERSE SIDE

INJURY INFORMATION

PART OF BODY INJURED (E.G., HEAD, NECK, ARM, LEG)

NATURE OF INJURY (E.G., FRACTURE, SPRAIN, LACERATION)

PRIOR INJURY OR PRE-EXISTING CONDITION(S) (IF YES, DESCRIBE)

YES NO

TREATMENT ("X" ALL THAT APPLY)

FIRST AID —

TREATMENT AND DATE OF 1ST TREATMENT

HOSPITAL/
CLINIC —

NAME, ADDRESS, PHONE NUMBER, PHYSICIAN NAME, TREATMENT, DATE OF 1ST TREATMENT, LENGTH OF STAY, AMBULANCE USED?

WAS EMPLOYEE TREATED IN AN EMERGENCY ROOM?

YES NO

WAS EMPLOYEE HOSPITALIZED OVERNIGHT AS AN IN-PATIENT?

YES NO

PHYSICIAN —

**SEE WORKERS' COMPENSATION - FIRST REPORT OF INJURY - STATE SPECIFIC QUESTIONS
FOR YOUR INDIVIDUAL STATE.**

CUSTOMER SPECIFIC INFORMATION

ADDITIONAL COMMENTS & INFORMATION

City and County of Denver CCD ROCIP GENERAL LIABILITY LOSS REPORT

DESIGNATED PROJECT:	202053365
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Contractors Email to Devron.McMillin@denvergov.org and to Kendall.trump@ajg.com within 24 hours of incident. Once complete, CCD will submit to Arthur J. Gallagher. Contact AJG by telephone at **(303) 773-9999** about any case involving bodily injury / fatality, extensive property damage, or lawsuit.

POLICY HOLDER / COMPANY NAME					
Name					Phone Number
CITY AND COUNTY OF DENVER; PROGRAM IDENTIFIER: CCD ROCIP					
Address	Street	City	State	Zip Code	
Finance officer/Risk Mgt	201 W. Colfax Ave	Denver	CO	80203	

TIME AND PLACE OF ACCIDENT						
Date of Accident		Hour	A.M.	P.M.	Location of Accident	
Date Notified of Loss						

DESCRIPTION OF ACCIDENT					
Full description and cause of accident (<i>Attach photos, if available</i>)					
Was accident caused by employee of subcontractor?			If "Yes," give employee's name		
<input type="checkbox"/> Yes <input type="checkbox"/> No					
Name of subcontractor		Address	Street	City	State & Zip Code
Who owns premises where accident occurred?			Does your lease or contract contain any provision regarding injuries?		

WITNESSES (VERY IMPORTANT)					
Names	Addresses	Street	City	State & Zip Code	

INJURED PERSON AND INJURIES					
Name of person injured		Age	<input type="checkbox"/> Married <input type="checkbox"/> Single		
Address	Street	City	State	Phone Number	
Nature and extent of injuries					
Name of doctor or hospital		Address	Street	City	State & Zip Code
By whom is injured person employed?		Did injured person lose time from work as a result of this injury?		Has injured returned to work?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

DAMAGE TO PROPERTY OF OTHERS					
Names	Addresses	Street	City	State & Zip Code	
Kind of property				Phone Number	
Where may property be seen?				Estimated cost of repairs	



CITY AND COUNTY OF DENVER

Michael B. Hancock
Mayor

Do you think a claim will be made against you?

Yes No

By whom?

Date of this report

Signed

PROCEDURE FOR FILING A NOTICE OF CLAIM AGAINST THE CITY AND COUNTY OF DENVER

(For any party who may want to make a claim for any accident or incident involving the City and County of Denver)

1. Write and file a Notice of Claim (letter) that complies with the provisions of the Colorado Governmental Immunity Act notice requirements found in §24-10-109, 7B (2003), as amended and may be further amended by the legislature.
2. Mail or deliver your Notice of Claim to:

Mayor Michael Hancock
1437 Bannock Street, Room 350
Denver, CO 80202

3. The Mayor's Office will forward your Notice of Claim to the Denver City Attorney's Office. You will receive a letter, which will provide Denver's claim number and the investigator's name and phone number.
4. If you have any questions about your claim contact Kendall Trump at 303-889-2570.

24-10-109. Notice required - contents - to whom given - limitations. Statute text

- (1) Any person claiming to have suffered an injury by a public entity or by an employee thereof while in the course of such employment, whether or not by a willful and wanton act or omission, shall file a written notice as provided in this section within one hundred eighty days after the date of the discovery of the injury, regardless of whether the person then knew all of the elements of a claim or of a cause of action for such injury. Compliance with the provisions of this section shall be a jurisdictional prerequisite to any action brought under the provisions of this article, and failure of compliance shall forever bar any such action.
- (2) The notice shall contain the following:
 - (a) The name and address of the claimant and the name and address of his attorney, if any;
 - (b) A concise statement of the factual basis of the claim, including the date, time, place, and circumstances of the act, omission, or event complained of;
 - (c) The name and address of any public employee involved, if known;
 - (d) A concise statement of the nature and the extent of the injury claimed to have been suffered;
 - (e) A statement of the amount of monetary damages that is being requested.

- (3) If the claim is against the state or an employee thereof, the notice shall be filed with the attorney general. If the claim is against any other public entity or an employee thereof, the notice shall be filed with the governing body of the public entity or the attorney representing the public entity. Such notice shall be effective upon mailing by registered mail or upon personal service.
- (4) When the claim is one for death by wrongful act or omission, the notice may be presented by the personal representative, surviving spouse, or next of kin of the deceased.
- (5) Any action brought pursuant to this article shall be commenced within the time period provided for that type of action in articles 80 and 81 of title 13, C.R.S., relating to limitation of actions, or it shall be forever barred; except that, if compliance with the provisions of subsection (6) of this section would otherwise result in the barring of an action, such time period shall be extended by the time period required for compliance with the provisions of subsection (6) of this section.
- (6) No action brought pursuant to this article shall be commenced until after the claimant who has filed timely notice pursuant to subsection (1) of this section has received notice from the public entity that the public entity has denied the claim or until after ninety days has passed following the filing of the notice of claim required by this section, whichever occurs first.

Source: L. 71: p. 1207, § 1. C.R.S. 1963: § 130-11-9. L. 79: (1) amended, p. 862, § 2, effective July 1. L. 86: (1),(2)(b), (3), and (5) amended and (6) added, p. 877, § 9, effective July 1. L. 92: (1) amended, p. 1117, § 4, effective July 1.

CCD ROCIP

BUILDERS RISK CLAIMS

DESIGNATED PROJECT:	202053365
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1. Take immediate steps to protect property from further damage, securing temporary board-up service if necessary. Keep records of all expenses related to your loss. **Secure all damaged equipment or parts for cause of loss and subrogation investigation by the Insurance Carrier.**
2. List all items damaged or stolen. If original purchase invoices are available, accumulate for the claim representative.
3. Call police department, if appropriate. Please note that your policy requires that all theft losses MUST BE reported to the police.
4. Save any damaged property for examination by the insurance company.
5. If a third party is responsible for the damage, obtain their name, address and telephone number or, if applicable, the make of vehicle and license plate number.
6. Complete the attached Incident Report and email to Kendall Trump at A. J. Gallagher at Kendall.trump@ajg.com or fax to 303.889.2571 within 24 hours.

CCD ROCIP

BUILDERS RISK LOSS REPORT

Email to Arthur J. Gallagher: [Kendall Trump@ajg.com](mailto:Kendall.Trump@ajg.com) or fax to (303) 889-2571 within 24 hours of incident.

<u>Company Name:</u> City and County of Denver, ROCIP					
<u>Mailing Address</u>	Street	City	State	Zip Code	
	201 W. Colfax Ave	Denver	CO	80203	
<u>Date of Loss or Accident</u>	Month	Day	Year	Time	A.M. P.M.
<u>Location where loss or accident occurred</u>	Street	City	State	Zip Code	
<u>Cause of loss (i.e., fire, wind, theft, etc.)</u>					
<u>Describe how loss or accident occurred</u>					
<u>General description of property (Attach photos or inventory if appropriate)</u>					
<u>If caused by burglary, theft or vandalism, was loss reported to police?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<u>If yes, police address and case number</u>					
<u>Estimate of entire loss</u> \$					
<u>Estimated salvage value of damaged articles</u> \$					
<u>Which fire department(s) attended?</u>					
<u>Name of person reporting claim</u>			<u>Phone number & Email</u>		

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

1. General Information

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

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

	ROCIP ¹	Auto Liability	Off-site WC	Off-Site General Liability	On-Site WC	On-Site General Liability	Professional Liability	Contractor Pollution Liability
Pre-construction and site wide professional services		√	√	√	√	√	√	
Elevator Work		√	√	√	√	√	√	
Construction	√	√	√	√				

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

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

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

Contractor and each Subcontractor and its lower-tier subcontractors shall require all Excluded Parties, as defined in section 3.8.F, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement. Such insurance shall include at minimum:

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

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

Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate, with the City and County of Denver included as Additional Insured. Policy must not contain an exclusion omitting or limiting coverage when location is covered by a consolidated insurance (Wrap Up) insurance program.

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

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

Contractors Pollution Liability: All Contractors and Subcontractors performing demolition, trenching, or excavation work shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

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

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

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

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

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

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

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

this Section shall govern.

3.8 Summary of Insurance Coverage

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

Workers’ Compensation & Employer’s Liability:

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

Part One:	Workers’ Compensation:	Statutory Limits
Part Two:	Employer’s Liability:	
	Bodily Injury by Accident:	\$2,000,000 each accident
	Bodily Injury by Disease:	\$2,000,000 each employee
	Bodily Injury by Disease:	\$2,000,000 policy limit

General Liability (excluding Automobile Liability and Professional Liability):

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

Limits of Liability:

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

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

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

Minimum Limits of Liability:

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

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

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

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

For each Contract per Occurrence:

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

Contractors Pollution Liability Insurance:

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

Coverage: Liability or responsibility for unexpected and unintended pollution conditions resulting in bodily injury, property damage or environmental damage from pollution conditions caused by covered operations including completed operations. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure.

Limits of Liability:

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

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

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

Builder’s Risk Insurance:

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

interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by the City.

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

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

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

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

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

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

\$1,000,000 Combined Single Limit

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

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

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

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

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

Primary Insurance

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

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

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

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

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

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

Limits of Liability:

Each Loss:

As required by contract

Policy Aggregate:

As required by contract

3.8.C Contractor Warranties and Agreements

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

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

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

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

3.8.D Contractor Obligations

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

Timely Enrollment Required. Contractor shall enroll in the CCD ROCIP Insurance Program within five (5) days request by City or its CCD ROCIP Administrator. Contractor shall notify each Subcontractor of the procedure for enrolling in CCD ROCIP and confirm that enrollment is mandatory but not automatic. Contractor shall assure that

Subcontractor and its lower-tier subcontractors shall not commence work until verification of enrollment is confirmed by the CCD ROCIP Administrator by the issuance of a Certificate of Insurance.

Compliance with Conditions. Contractor shall not violate any condition of the policies of insurance provided by City under the terms of this CCD ROCIP Exhibit or the CCD ROCIP Insurance Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each Subcontractor and their lower-tier subcontractors.

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

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

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

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

or by the terms of the CCD ROCIP Safety Manual.

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

3.8.E. Notices, Costs

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

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

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

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

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

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

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

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

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

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

3.8.F. Definitions

Certificate of Insurance:	Evidence of the insurance coverage afforded under the CCD ROCIP. Also, evidence of insurance coverage provided by Enrolled Parties for automobile liability, offsite exposures, and any additional insurance requirements that may be required by CCD.
City:	City and County of Denver (CCD)
Contract:	The written agreement between the City and County of Denver and Lead Contractor describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between a Contractor and any tier of subcontractor.
Lead Contractor:	The Contractor that the City and County of Denver enters directly into a formal Contract for work performed at the Project Site.
Contractor insurance cost	The Costs of ROCIP Coverage is defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to the ROCIP Program.
Rolling Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for the City, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
Eligible Employees:	Employees of Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.
Enrolled Parties:	The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
Excluded Parties:	Parties not covered by the ROCIP because of ineligibility. No insurance coverage provided by City under the ROCIP shall extend to the activities or products of the following: (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 City;
- (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); or
- (9) Any other person or entity specifically excluded by City, in its sole discretion, from participation as Enrolled Parties.

Insured: (liability policies)	The City, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
Insurers	Those Insurance Companies providing the ROCIP insurance coverage. The Insurers will be identified in the ROCIP 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 ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
ROCIP Administrator:	Arthur J. Gallagher, the insurance services firm selected by the City to administer the ROCIP and provide insurance brokerage services as required.

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

Work: Operations, as fully described in the Contract and Sub-contract, performed at the Project Site.



DENVER
THE MILE HIGH CITY

Rolling Owner
Controlled Insurance
Program (ROCIP)

Safety Manual

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CONTENTS

- 1. INTRODUCTION & GENERAL INFORMATION ----- 7
- 2. DEFINITIONS ----- 8
- 3. CITY AND COUNTY OF DENVER ROCIP SAFETY TEAM DIRECTORY ----- 9
- 4. SAFETY RESPONSIBILITIES & SAFETY REPRESENTATIVE QUALIFICATIONS ----- 10
 - 4.1 Statement of Authority ----- 10
 - 4.1.1 CCD ROCIP Safety Team Responsibilities ----- 10
 - 4.2 Contractor Safety Requirements ----- 11
 - 4.3 Contractor Safety Representative ----- 11
 - 4.3.1 Contractor Safety Representative Ratios and Shift Representation ----- 11
 - 4.3.2 Safety Representative Qualifications ----- 12
 - 4.3.3 Safety Representative Responsibilities ----- 12
 - 4.4 Subcontractor Safety Representative ----- 14
 - 4.4.1 Subcontractor Safety Representative Qualifications- Less than 50 employees ----- 14
 - 4.4.2 Subcontractor Safety Representative Qualifications- More than 49 Employees ----- 14
 - 4.4.3 Subcontractor Safety Representative Responsibilities ----- 14
 - 4.5 Field Supervisor Requirements ----- 15
 - 4.5.1 Field Supervisor Qualifications ----- 15
 - 4.5.2 Field Supervisor Responsibilities ----- 15
- 5. DRUG AND ALCOHOL TESTING AND EDUCATION REQUIREMENTS ----- 16
 - 5.1 Drug-Free Workplace Policy ----- 16
 - 5.1.1 Contractor Substance Abuse Policy ----- 17
 - 5.2 Notification Requirements ----- 17
 - 5.3 Required Drug Testing ----- 17
 - 5.3.1 Pre-employment Drug Testing ----- 17
 - 5.3.2 Post-Incident and Reasonable Suspicion Testing ----- 18
 - 5.3.3 Return to Duty Testing ----- 19
 - 5.4 Confidentiality ----- 19
- 6. SAFETY PRE-PLANNING REQUIREMENTS ----- 20
 - 6.1 Pre-Planning Requirements ----- 20
 - 6.2 Pre-Work Hazard Mitigation Planning Requirements ----- 23
 - 6.2.1 Daily Pre-Task Planning and Job Hazard Analysis ----- 23
 - 6.2.2 Two-Week Look Ahead High-Risk Activity and Mobilization Report ----- 24
 - 6.2.3 Subcontractor Pre-Mobilization Meeting ----- 24
 - 6.3 Task Specific Pre-Planning Requirements ----- 24
 - 6.3.1 Crane Operations ----- 24
 - 6.3.2 Elevated Work ----- 26
 - 6.3.3 Lock-Out Tag-Out ----- 26
 - 6.3.4 Confined Space ----- 27
 - 6.3.5 Hot Work ----- 28
 - 6.3.6 Traffic Control ----- 28
 - 6.3.7 Silica ----- 29
 - 6.3.8 Respiratory Program ----- 30
- 7. SAFETY TRAINING AND MEETING REQUIREMENTS ----- 31
 - 7.1 Employee Orientation Training ----- 31
 - 7.2 Tour & Visitor Guidelines ----- 31
 - 7.3 Regulatory Training ----- 32
 - 7.4 Weekly Safety Toolbox Meeting ----- 32

7.5	Weekly Joint Safety Meeting	32
7.6	Supervisory Safety Meetings	32
7.7	Incident Review with CCD ROCIP Safety Team	32
7.8	ROCIP Safety Meetings	32
8.	SAFETY REPORTING AND INSPECTION REQUIREMENTS	33
8.1	Post-Incident Reports	33
8.1.1	Incident Notification	33
8.1.2	Incident and Near Miss Investigations	33
8.2	Jobsite Safety Inspections	33
8.3	Contractor’s Monthly Safety Report	34
8.4	Safety Observations	34
8.5	OSHA Inspections	34
8.6	Miscellaneous Inspections	34
9.	MISCELLANEOUS SAFETY PROGRAM REQUIREMENTS	35
9.1	Safety Awareness	35
9.2	Lessons Learned	35
9.3	Stretch and Flex Program	35
9.4	Employee Near Miss Reporting Program	35
9.5	Employee Discipline & Enforcement	36
10.	SAFETY PROVISIONS	38
10.1	Cranes	38
10.1.1	Crane Assembly/Disassembly	38
10.1.2	Qualified Riggers	38
10.1.3	Qualified Signal Person Requirements A signal person is required when:	38
10.1.4	Outriggers and stabilizers	39
10.1.5	Work Platforms Suspended from Cranes	39
10.2	Elevated Work - Fall Protection	40
10.2.1	Types of Fall Protection Systems	40
10.2.2	Safety Harness	40
10.2.3	Lanyards and Lifelines	41
10.2.4	Training	42
10.3	Scaffolding	42
10.3.1	General Requirements	42
10.3.2	Rolling Scaffolds	43
10.3.3	Scaffold Planking	43
10.3.4	Scaffold Tagging	43
10.4	Scissor Lifts	43
10.5	Mobile Elevating Work Platforms (MEWP- formerly Aerial Lifts)	44
10.6	Floor and Roof Openings	44
10.7	Ladders	44
10.7.1	Fall protection	44
10.7.2	General Requirements	45
10.7.3	Usage	45
10.7.4	Storage	45
10.7.5	Job Built Ladders.	45
10.8	Excavations and Trenching	45
10.8.1	Underground Utility Damage Prevention Work Plan	46
10.9	Hazardous Materials and Hazardous Waste	49
10.10	Spill Prevention	49
10.11	Confined Space Entry	50

10.11.1	Entering A Permit-Required Confined Space	51
10.11.2	Air Monitoring	51
10.11.3	Ventilation	52
10.11.4	Protective Equipment	52
10.11.5	Rescue	52
10.11.6	Training	53
10.12	Silica	53
10.12.1	Potential Exposures	53
10.12.2	Safe Work Practices	53
10.12.3	Air Monitoring	54
10.13	Electrical	54
10.13.1	Lock-Out Procedures	55
10.13.2	Energized Electrical Work	57
10.14	Steel Erection	57
10.15	Welding and Cutting	58
10.15.1	Electric Arc Welding	58
10.15.2	Gas Welding or Cutting	58
10.16	Compressed Gas Cylinders	59
10.17	Hot Work Permits	60
10.18	Fire Prevention and Protection	61
10.19	Powder Actuated Tools	62
10.20	Traffic Control	62
10.21	Personal Protective Equipment	62
10.21.1	Eye Protection	63
10.21.2	Head Protection	63
10.21.3	Hearing Protection	63
10.21.4	Foot Protection	63
10.21.5	Clothing	64
10.21.6	Hand Protection	64
10.21.7	Respiratory Protection	65
10.22	Motor Vehicles & Equipment	65
10.22.1	Personal Vehicles	65
10.22.2	Jobsite Vehicles & Equipment	65
10.23	General Rules	67
10.24	Housekeeping	67
10.25	Protection of the Public and Property	68
10.26	Security	69
10.27	Smoking	69
10.28	Sanitation	69
10.28.1	Potable water	69
10.28.2	Toilets	70
10.28.3	Washing Facilities	70

APPENDIX A – MODEL SITE-SPECIFIC SAFETY PLAN -----	71
APPENDIX B – JOB HAZARD ANALYSIS -----	76
APPENDIX C – DAILY PRE-TASK PLANNING -----	77
APPENDIX D – CONTRACTOR TWO-WEEK LOOK AHEAD-----	78
APPENDIX E – SUBCONTRACTOR PREMOBILIZATION SAFETY MEETING-----	79
APPENDIX F – CRITICAL LIFT PLAN (CRANES)-----	80
APPENDIX G – SAMPLE SHARED SPACE AGREEMENT (CRANE) -----	81
APPENDIX H – SUSPENDED PERSONNEL PLATFORM CHECKLIST -----	84
APPENDIX I – VISITOR’S WAIVER AND RELEASE-----	87
APPENDIX J – SAFETY ORIENTATION TRAINING ACKNOWLEDGEMENT -----	89
APPENDIX K – NEAR MISS REPORT FORM -----	90
APPENDIX L – SAMPLE WEEKLY TOOLBOX ATTENDANCE ROSTER -----	91
APPENDIX M – INVESTIGATION FORMS -----	92
APPENDIX N – SAMPLE HOT WORK PERMIT -----	96
APPENDIX O – LESSONS LEARNED FORM -----	97
APPENDIX P – CONTRACTOR’S MONTHLY SAFETY REPORT -----	98
APPENDIX Q – DRUG SCREEN REQUISITION AND AUTHORIZATION FORM -----	100

1. INTRODUCTION & GENERAL INFORMATION

The City and County of Denver (CCD) has arranged for certain activities under this construction project to be insured under a Rolling Owner Controlled Insurance Program (ROCIIP). The ROCIIP Safety Manual was developed to ensure proactive safety processes are established and implemented on ROCIIP projects to prevent incidents and injuries to all employees and the public while working on City and County of Denver projects. Contractors and subcontractors of any tier are responsible for full compliance with all applicable laws, statutes, ordinances, rules, regulations and/or orders of any public authority (federal, state, local) as they relate to safety of persons, environment, public, or property.

This ROCIIP Safety Manual is not an attempt to reiterate applicable health and safety standards, instead is prepared to provide a uniform framework for safety and health management at City and County of Denver projects. Changes to these standards may be made during the duration of the construction contract and will become immediately binding and enforced, provided they are more stringent than existing requirements. All applicable OSHA, ANSI, NEC, and NFPA standards are incorporated into this program by reference.

Throughout the duration of this project, the Contractor and their subcontractors, of any tier, shall be responsible for administering their own safety program. Neither this document, nor the safety services provided by individuals associated with this project, is intended to serve as a substitute for the control and responsibility of the Contractor and Subcontractor to provide a safe work environment for their employees, staff and the public.

The Contractor is responsible for overseeing the safety of all employees, including their subcontractors, on the project. This is required regardless of a subcontractors' eligibility for coverage under the ROCIIP program; however, this does not relieve the subcontractor of its safety responsibilities.

The Contractor and subcontractors must thoroughly review this document and the appropriate portions of the Contract Documents to understand the risks inherent in the project and the safety measures needed to adequately protect employees and the public from harm. The ROCIIP has specific safety requirements that, in many instances, exceed current federal, state, or local safety and environmental standards. No accommodations will be made to Contractors and subcontractors, due to ignorance, regarding safety program requirements. The cost of compliance shall be borne solely by the Contractor and subcontractors. This document shall become part of the Contract Documents. The requirements contained herein are binding. Failure to comply with these requirements will be deemed as non-compliance or default of the contract. Payments of monthly pay applications may be withheld until compliance is deemed satisfactory. Failure to comply may result in removal from the project.

The City and County of Denver reserves the right to make any changes and modifications to this document via bulletin, memo, or any other written communication.

ALL CONTRACTORS PERFORMING WORK ON A ROCIIP PROJECT, REGARDLESS OF ELIGIBILITY FOR INSURANCE ENROLLMENT, MUST FOLLOW THE SAFETY REQUIREMENTS OF THE CONTRACT AND THIS MANUAL.

2. DEFINITIONS

The following acronyms and titles may not reflect the actual titles and acronyms in use by all entities on this project and do not have any force or effect beyond their use in the Safety Manual. Due to such differences in nomenclature among Owners and Contractors, the following are used throughout the ROCIP Safety Manual to establish the functional framework for the ROCIP Safety Program. Terms of the ROCIP govern where there is conflict with other referenced definitions.

- a. **Accident.** An undesired event or sequence of events causing injury, illness, property damage or loss of life.
- b. **Contractor.** The entity with which the City and County of Denver enters into this contract; or, any entity having overall responsibility for the performance of work on the construction site, who determines construction means and methods, and who supervises Subcontractors.
- c. **Contractor Safety Representative.** Safety professional, meeting minimum requirements and approved by CCD, assigned fulltime to the project to monitor the safety of Contractor employees and subcontractors under the scope of work of the contract.
- d. **CCD ROCIP Safety Team.** This is the management team that represents the safety and health interests of the ROCIP in the prevention of insurable loss on the City and County of Denver ROCIP projects. The team members are declared in Section 3.
- e. **Drug.** For the purpose of this policy, the term "drug" is assumed to include illicit drugs, misused or abused prescribed or over-the-counter medications, controlled substances, marijuana, and alcohol. The terms drug abuse and substance abuse may be used interchangeably.
- f. **Employee.** Person employed by an Employer as defined by this section.
- g. **Employer.** Firm or entity that has Employees working on the ROCIP site. The term Employer includes the Contractor and Subcontractors of all tiers.
- h. **Job Hazard Analysis (JHA).** A technique to identify the dangers of specific job steps in order to reduce the risk of injury to workers.
- i. **Near Miss Incident.** Incident that had the potential to cause harm or injury but because of circumstances resulted in no harm or damage.
- j. **ROCIP Broker/Administrator.** Arthur J. Gallagher Risk Management Services, Inc. herein referred to as the "ROCIP Administrator" or "Gallagher" providing risk management consulting and being a consultant for safety to the project.
- k. **ROCIP Insurer.** The insurance companies providing CCD ROCIP coverages.
- l. **Rolling Owner Controlled Insurance Program (ROCIP).** Owner's wrap-up insurance program which provides insurance coverage for eligible and enrolled owner's representatives, Contractors, and Subcontractors of any tier, working on City and County of Denver ROCIP project sites. The Owner and ROCIP Administrator identifies program participants.
- m. **Site-Specific Safety Program (SSSP).** The Employer's Site-Specific Safety Program prepared in accordance with the requirements of this document and the Contract.
- n. **Subcontractor.** Firm or other entity awarded work by a Contractor on the ROCIP project. Subcontractor as used herein shall apply to all tiers of Subcontractors, as well as vendors and service providers performing work for the benefit of the Contractor. For the purposes of the Safety Standards, vendors, suppliers, and service providers on the project for the furtherance of the project are covered by this definition and are subject to the provisions of the Safety Standards even though they may not be enrolled in the ROCIP.

NOTE: OSHA definitions apply for: authorized person; competent person; hole; qualified person, attendant, or operator; and walking and working surface.

3. CITY AND COUNTY OF DENVER ROCIP SAFETY TEAM DIRECTORY

Following is a list of key safety and loss control contacts for the CCD ROCIP.

City and County of Denver Key Contacts

CCD ROCIP Safety Team

Director, Risk Management	Devron McMillin	720.913.3345	Devron.McMillin@Denvergov.org
Risk Manager	Devron McMillin	720.913.3345	Devron.McMillin@Denvergov.org
ROCIP Safety Administrator	Kris Wilson		Kris.Wilson@Denvergov.org
ROCIP Safety Coordinator	Theresa Goodwin	303.907.4488	Theresa.Goodwin@Denvergov.org
	Group Email		CCDROCIPSafety@Denvergov.org

Gallagher Key Contacts – ROCIP Administrator/Insurance Broker

Safety & Loss Control

Ed Davis	303.601.1165	Ed_Davis@ajg.com
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Zurich Key Contacts – ROCIP Insurer

Safety/Risk Engineering

Rick Zellen	720.737.8434	Rick.Zellen@zurichna.com
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For enrollment, workers compensation/medical treatment authorization, or other claims questions, please refer to the ROCIP Insurance Manual and ROCIP Claims Guide.

FOR ALL EMERGENCIES: CALL 911

4. SAFETY RESPONSIBILITIES & SAFETY REPRESENTATIVE QUALIFICATIONS

4.1 Statement of Authority

All persons who come into the work area for any reason during construction will be required to comply with the established safety regulations that govern the ROCIP Project. The CCD ROCIP Safety Team, ROCIP Administrator, and ROCIP Insurer and shall directly review and manage the requirements of the ROCIP Safety Plan.

If the CCD ROCIP Safety Team finds the Contractor controlled areas of work or individuals in noncompliance with OSHA, the Site-Specific Safety Plan, ROCIP Safety Manual requirements, or any other applicable regulations, **CCD in its sole discretion shall have the authority to order immediate correction and to stop work.**

Noncompliance with Contractor Site-Specific Safety Plan or this manual may be grounds for Contractor dismissal and/or employee(s) being forbidden entry onto any CCD project. All costs of correction shall be borne by the Contractor. Nothing contained herein shall serve to relieve the Contractor of their liabilities and/or obligations to the requirements set forth by OSHA, or other applicable Federal, State and Local requirements. The most stringent regulation shall apply if a conflict arises in the interpretation of the safety requirements of the ROCIP Safety Manual, Federal, State, or Local Government regulations.

4.1.1 CCD ROCIP Safety Team Responsibilities

The CCD ROCIP Safety Team is responsible for generating and maintaining a high level of commitment for safe operations among all personnel assigned to the project site. Responsibilities and duties of The CCD ROCIP Safety Team may include, but are not limited to, the following:

- a. Review and accept Site Specific Safety Plans and Task Specific Safety Plans, review and approve Contractor Safety Representative qualifications, and evaluate variance requests.
- b. Compile, follow-up, and maintain safety performance statistics for the project. Communicate information to the project's management to ensure they are informed of the safety program.
- c. Keep apprised of new regulations and developments to keep the safety policies and procedures current and effective. Update and disseminate ROCIP Safety Manual.
- d. Observe Contractors' and Subcontractors' activities to evaluate safety performance and make appropriate recommendations and ensure compliance with approved plans.
- e. Review and communicate methods and procedures to foster the highest level of accident prevention performance possible.
- f. Participate in Contractor Safety Representatives incident investigations as deemed necessary. Review all accident investigation and near miss reports to ensure thorough investigations were conducted to control future accidents and communicate lessons learned.
- g. Periodically attend Contractor safety toolbox meetings, orientations, and review JHA's to ensure content and quality are being achieved.
- h. Review and evaluate Contractors' safety program to ensure it meets the standards of this Manual and all approved pre-planning safety documents.

- i. Conduct periodic Contractor Safety Meetings to discuss current work activities, review ROCIP Safety Manual revisions or share lessons learned.

4.2 Contractor Safety Requirements

Contractors and Subcontractors, of any tier, have the explicit responsibility to perform work in accordance with the Contract Documents, federal law (including but not limited to both 29CFR1910 and 29CFR1926 statutes) and the City and County of Denver’s ROCIP Safety Manual requirements. Before work can begin, the Contractor must have the following in place:

- a. Site Specific Safety Plan reviewed and accepted by the CCD ROCIP Safety Team;
- b. Contractor Safety representative accepted by the CCD ROCIP Safety Team;
- c. Enrollment in ROCIP Insurance Plan (see ROCIP Insurance Manual);
- d. Negative drug test results for all workers on file with Contractor;
- e. Completed Site Safety Orientation training for all workers and acknowledgement on file. Contractor will issue project sticker to be displayed on hard hat at all times.

4.3 Contractor Safety Representative

The Contractor shall assign a safety professional to the project fulltime, meeting the qualifications in Section 4.3.2, to monitor the safety of their employees and subcontractors under the scope of work of the contract. A contractor safety representative must be present for entire duration of work activities with the expectation that they spend most of the shift in the field to ensure adherence to safe work practices. More oversight may be requested by the City and County of Denver depending on contractor performance and adherence to safe work practices as observed by the City and County of Denver or their representatives during safety inspections.

NOTE: Variance to the requirements in Section 4.3 or 4.4 may be granted at the sole discretion of the CCD ROCIP Safety Team. Any variance must be negotiated prior to contract signing.

4.3.1 Contractor Safety Representative Ratios and Shift Representation

If the manpower loading exceeds 150 employees on the project, a second fulltime safety professional shall be retained. If the project exceeds 450 employees, the Contractor will discuss with CCD the need for adding additional safety personnel to ensure the safety requirements of the ROCIP are fully met.

A FULL-TIME SAFETY PROFESSIONAL ACCEPTED BY THE CCD ROCIP SAFETY TEAM MEETING THE MINIMUM QUALIFICATION OUTLINED BELOW SHALL BE ASSIGNED TO EACH SHIFT WHEN CONTRACTOR IS ENGAGED IN MULTIPLE SHIFTS.

4.3.2 Safety Representative Qualifications

The qualifications and resume of the Contractor's Safety Representative candidate(s) must be submitted to the CCD ROCIP Safety Team for review and acceptance 30 days prior to desired assignment date to the site.

THE CCD ROCIP SAFETY TEAM WILL REQUIRE AN INTERVIEW WITH THE SAFETY REPRESENTATIVE CANDIDATE.

The Contractor Safety Representative must at a minimum:

- a. Hold a Board of Certified Safety Professionals (BCSP) designation (CHST, ASP, CSP, OHST, GSP) with at least 4 years of full-time relevant construction safety and health experience; **or**
- b. Have a bachelor's degree in Safety Management or an equivalent engineering degree with at least 6 years of full-time relevant construction safety and health experience; **or**
- c. Have at least 12 years of relevant construction safety and health experience.

AND have all the following training/knowledge:

- a. Completed the OSHA 500 course for construction within the last 60 months, remaining current for the duration of the project.
- b. Provide proof of completion of a Red Cross or approved equal for Cardio-Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood-borne pathogens training.
- c. Completion of drug and alcohol reasonable suspicion training.
- d. Knowledge of and ability to fulfill safety representative's responsibilities set forth in this manual.

IN ORDER TO DETERMINE 'RELEVANT' CONSTRUCTION SAFETY EXPERIENCE, A LIST OF PROJECTS, THEIR APPROXIMATE VALUATION AND SCOPE, AND THE SAFETY REPRESENTATIVE'S DURATION ON THE PROJECTS NEEDS TO BE SUBMITTED ALONG WITH THEIR RESUME AND COPIES OF ALL THEIR REQUIRED CERTIFICATIONS TO THE CCD ROCIP SAFETY TEAM.

THE CCD ROCIP SAFETY TEAM HAS SOLE DISCRETION REGARDING DISQUALIFICATION OF THE CANDIDATE BASED ON CREDENTIALS, EXPERIENCE, THE INTERVIEW, AND/OR PAST CCD PROJECT PERFORMANCE. QUALIFICATION OF THE CONTRACTOR SAFETY REPRESENTATIVE MAY BE REVOKED BY CCD AT ANY TIME FOR FAILURE TO FULFILL THE RESPONSIBILITIES OR PERFORM TO THE STANDARDS SET FORTH IN THIS MANUAL.

4.3.3 Safety Representative Responsibilities

Specific responsibilities of the Contractor's Safety Representative include, but are not limited to the following:

4.3.3.1 Employee Safety Orientation, Training, and Instruction

- a. Conduct safety orientation sessions for all Contractor, Subcontractor, and CCD employees or representatives prior to them starting work on site.
- b. Participate in weekly toolbox safety meetings; assist field supervisors with meetings as requested.

- c. Conduct monthly supervisor safety meetings, including safety rules and regulations.
- d. Participate in Job Hazard Analysis development and Pre-Task Planning activities.
- e. Instruct employees concerning special procedures (e.g. lock-out, excavation, confined space entry, etc.) as required by OSHA or this manual.
- f. Conduct regulatory training as required.
- g. Conduct emergency evacuation training.

4.3.3.2 Record Keeping

- a. Complete and maintain OSHA, state, federal, company, and project specific reports and retain for the duration of the project or as required by law.
- b. Complete incident investigations, including near misses, to include root cause analysis and lessons learned reports for distribution to Contractors, Subcontractors, CCD ROCIP Safety Team within 72 hours.
- c. Complete inspection reports.
- d. Maintain training documentation.
- e. Maintain drug test results for all employees on the project.
- f. Complete and process the CCD ROCIP safety and health reporting requirements. This includes but is not limited to inspections, incident/accident reports and training logs.

4.3.3.3 Safety Standards, Rules and Regulations Enforcement

- a. Authority to take immediate corrective action, including authority to stop work.
- b. Organizational freedom necessary to implement and enforce Subcontractor safety and health programs.
- c. Implement, maintain, and update, as required, conditions and project site specific safety policies and procedures.
- d. Interpret and implement site specific safety policies and procedures.
- e. Demonstrate, by example, proper safety behavior.
- f. Ensure that appropriate company disciplinary action is taken in response to unsafe behavior.

4.3.3.4 First Aid/Medical Treatment

- a. Ensure first aid supplies are adequate.
- b. Investigate accidents and complete incident analysis reports.
- c. Coordinate transportation of employees with minor injuries to Contractor's first aid station or designated medical facility.
- d. After ensuring treatment of the injured worker and securing the work site, inform the CCD ROCIP Safety Team immediately.
- e. Prior to medical treatment, provide the injured employee with the designated provider list found in the ROCIP Claims Guide. Ensure that the injured employee selects an authorized treatment facility. Employee must circle their choice on the document, sign/date, and return to the Contractor. See ROCIP Insurance Manual and Claims Guide.

4.3.3.5 General Responsibilities

- a. Keep the CCD ROCIP Safety Team apprised of any safety related issues that have or may develop.

- b. Contractor Safety Representative shall review all safety submittals to ensure they meet contract requirements before they are submitted to CCD. All submittals are to come directly from the General Contractor. Submissions coming directly from subcontractors will not be accepted.
- c. Conduct daily work area safety inspections and provide results to the CCD ROCIP Safety Team upon request.
- d. Compile safety statistical information and send to the CCD ROCIP Safety Team.
- e. Attend all safety meetings as scheduled by CCD ROCIP Safety Team.

4.4 Subcontractor Safety Representative

Subcontractors of any tier are responsible for complying with all safety requirements addressed in the ROCIP Safety Manual, the Contractor's SSSP, along with applicable Federal, State and Environmental, Safety and Health rules and regulations. In the case of conflict, the most stringent applies.

4.4.1 Subcontractor Safety Representative Qualifications- Less than 50 employees

Each Subcontractor on site with a manpower loading less than 50 employees shall have an employee assigned as a safety representative meeting the following minimum requirements:

- a. Completed at least an OSHA 10 Construction Outreach Training Course within the last twenty-four (24) months before being assigned to this project,
- b. Provide proof of non-expired completion of a Red Cross or approved equal for Cardio–Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood-borne pathogens training course, and
- c. Received training on Weather-Related Illness and is required by qualification to train their employees on the subject.
- d. Completion of drug and alcohol reasonable suspicion training.

NOTE: This employee may be a working foreman or superintendent.

4.4.2 Subcontractor Safety Representative Qualifications- More than 49 Employees

When a Subcontractor's manpower loading is equal to or exceeds 50 employees, the Subcontractor is required to have a full time Subcontractor safety representative onsite. The qualifications for the full-time safety representative shall meet the following minimum requirements:

- a. Completed at least an OSHA 30 Construction Outreach Training Course within the last twenty-four (24) months before being assigned to this project.
- b. Provide proof of completion of a Red Cross or approved equal for Cardio–Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood- borne pathogens training course.
- c. Received training on Heat Illness and is required by qualification to train their employees on the subject.
- d. Completion of drug and alcohol reasonable suspicion training.

4.4.3 Subcontractor Safety Representative Responsibilities

Duties of the Subcontractor Safety Representative include the following regardless of manpower loading:

- a. Participation in accident and incident investigation involving their work and employees.
- b. Have the right and authority to stop any and all hazardous work being performed by their employer whenever imminent danger to life and health exists.
- c. Organizational freedom necessary to implement and enforce Subcontractor's safety and health program and report to their own direct supervisor all cases of employees who, in their opinion, are not qualified for the work to which they have been assigned or who engage in unsafe practices.
- d. Attend safety meetings scheduled by Contractor or CCD ROCIP Safety Team.
- e. Counsel and train the employees when the Daily Pre-Task Planning does not adequately identify the key hazards and controls of the risk.

4.5 Field Supervisor Requirements

Field supervisors, typically referred to as foreman or superintendents, have the responsibility for overall training, control, and conduct of employees on site. As first line supervisors, their role in the safety and health program is crucial as they set the example by which their employees work.

4.5.1 Field Supervisor Qualifications

Field supervisors that are not acting as the Subcontractor Safety Representative must have completed the following training:

- a. An OSHA 10 Construction Outreach Program within the last 24 months or OSHA 30 Construction Outreach Program within the last 60 months
- b. Red Cross or approved equal for Cardio –Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood-borne pathogens training course
- c. Drug and alcohol reasonable suspicion training

4.5.2 Field Supervisor Responsibilities

The field supervisors' safety responsibilities include, but are not limited to:

- a. Authority to stop work when employees or are exposed to hazardous conditions or potentially hazardous conditions
- b. Capable of developing and leading JHA's, Daily Pre-Task Planning activities, and toolbox talks
- c. Conduct task specific safety training
- d. Capable of performing safety inspections and aiding incident investigations
- e. Capable of implementing the crisis management plan

5. DRUG AND ALCOHOL TESTING AND EDUCATION REQUIREMENTS

The City and County of Denver (CCD) operates all projects as a drug-free work environment. Contractors and subcontractors of any tier will maintain a drug-free environment. All contractors and subcontractors are responsible for testing all employees who work on CCD projects for the presence of drugs or alcohol as well as providing a drug-free awareness program that educates them on the requirements of this manual and any applicable contractor policies.

CCD will pay the cost of pre-project drug testing. Contractors and subcontractors are responsible for payment for post-incident drug testing, reasonable suspicion drug testing, return to duty, or other testing mandated by contractor policy or applicable laws.

Contractors and subcontractors shall test their employees, as appropriate, throughout the construction process including pre-project testing (referred to as pre-employment testing), testing following an injury or accident in accordance with OSHA's guidance, reasonable suspicion, and to the extent necessary to implement drug-free work standards in accordance with DOT requirements or this manual. Contractors are responsible for ensuring that all their subcontractors drug test their employees prior to reporting to work on a project.

The CCD ROCIP Safety Team and Risk Management Department or their representatives have the right to audit the test records at any time to confirm that each employee who works on a project has been drug tested. It is at the Contractors discretion on how to track and maintain records, but they must be able to produce them within 24 hours from time of request.

**CONTRACTOR SHALL SUBMIT A
SUBSTANCE ABUSE POLICY.
SEE SECTION 5.1.1 FOR REQUIREMENTS**

**CONTRACTOR AND SUBCONTRACTOR EMPLOYEES ON ROCIP
PROJECTS ARE HEREBY ADVISED THAT FULL COMPLIANCE WITH
THESE POLICIES SHALL BE A CONDITION OF EMPLOYMENT AND
CONTINUED EMPLOYMENT ON THIS OR ANY CCD
CONSTRUCTION PROJECT.**

All records regarding employee drug testing will be maintained by the contractors and subcontractors in a manner consistent with Federal, State, and Local law.

5.1 Drug-Free Workplace Policy

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

- a. Prohibition Against Unlawful Presence of Controlled Substances in the Workplace
- b. The unlawful possession, manufacture, distribution, dispensation, possession of controlled substances and/or drug paraphernalia or the illegal use of a controlled substance on the project premises including defined rest areas, contractor parking areas, in company vehicles or while engaged in company activities on the project is strictly prohibited. The use of controlled substances includes being "under the influence".
- c. Sanctions for Violation of the Drug-Free Workplace Policy
- d. Employees who violate the foregoing drug-free workplace policy and engage in the use, sale, possession or purchase of illicit drugs on the worksite shall be subject to disciplinary action up to and including termination of employment on the project; and, where necessary, restraining orders may prevail.

5.1.1 Contractor Substance Abuse Policy

Contractor shall submit a substance abuse policy that outlines how they will meet the criteria of Section 5. Contractors may choose to allow subcontractors to participate in or duplicate their Substance Abuse Policy. The policy must contain the following:

- a. Statement of Purpose
- b. Statement of Policy
- c. Policy Administration including responsible parties
- d. Types of Drug & Alcohol Tests (Pre-employment, post incident, and reasonable suspicion)
- e. Types of Drugs included in testing (must meet minimum of pre-employment ROCIP standards)
- f. Transportation of employees to and from testing facility or in the event of a positive drug test
- g. Use of prescription drugs and over-the-counter drugs and self-disclosure requirements where use could impact safety of the project and controls contractor will use to ensure safety
- h. Recordkeeping of positive and negative results, understanding that they may be audited
- i. Training for employees on policy, drug and alcohol abuse, and resources available for employees
- j. Training for supervisors including recognizing signs and symptoms of drug abuse (reasonable suspicion) for a minimum of 120 minutes per annum.
- k. Right to Search
- l. Discipline, including dismissal from CCD projects for refusals, non-negative and positive tests
- m. Definitions
- n. Confidentiality and notification requirements, i.e. entities results will be shared with such as General Contractor, Project Owner, and Insurance Carriers.

5.2 Notification Requirements

Contractors will provide written notice when anyone on site has undergone testing for drugs or alcohol, excepting pre-employment, unless the result is non- negative. Notices must be sent to your assigned CCD Safety Team member and CCDROCIPSafety@denvergov.org.

If the result is negative, the contractor must submit the results prior to employee returning to the project.

CCD Safety must be notified of all positive, non-negative, or refusal results (including pre-employment) within 24 hours and include a copy of the results from the MRO.

5.3 Required Drug Testing

Contractors and Subcontractors of any tier regardless of enrollment in the ROCIP Insurance program are responsible for testing all employees who work on the project for the presence of drugs or alcohol. ROCIP requires pre-employment, post-incident, reasonable suspicion, and return to duty drug testing as outlined in this section.

5.3.1 Pre-employment Drug Testing

All employees must receive negative results for a pre-employment drug screen before beginning work on the project. CCD will pay for the cost of pre-employment drug and alcohol testing. Any

employee who fails the test or refuses to test will be disqualified from working on any current or future CCD construction project. Retesting of an employee who previously failed or refused a drug test will not be authorized. It is the Contractor’s responsibility to confirm all project personnel, including subcontractor’s employees, meet the qualifications of this part.

It is up to the Contractor to determine how pre-employment drug testing records will be maintained so that they may be audited by authorized parties while maintaining individual privacy and confidentiality. If audited, the Contractor will be required to demonstrate proof of a negative drug test result within 24 hours. Employees that do not have negative pre-employment drug tests on file (or if the Contractor cannot produce the records) shall be disqualified from working on CCD construction projects.

NOTE: Pre-employment drug tests must be on file and auditable for each project. Employees must go through the Contractor orientation and begin work within 30 days of the pre-employment drug test. The contractor must reimburse CCD for any drug test performed where the employee does not start within 30 days. Employees must be tested for each project and test results may not be transferred.

NOTE: They employee being tested will receive their results in a sealed envelope. They must bring this sealed envelope to the Contractors orientation and present to the safety representative.

5.3.1.1 Drug Screening Authorization Form

The Authorization form found in Appendix Q must be emailed to the clinic and CCD ROCIP Safety Team in advance of the employee visit.

THE FORM MUST BE COMPLETED ELECTRONICALLY (NOT HANDWRITTEN) AND THE SUBJECT OF THE EMAIL LINE MUST INCLUDE EMPLOYEE NAME, CONTRACTOR NAME, AND PROJECT NUMBER.

5.3.1.2 Pre-employment Drug Screening Locations

CCD has a specific list of approved medical providers for you to select from to accomplish pre-employment drug screening. Please see the full listing on the Drug Screen Requisition and Authorization Form (See Appendix Q) with addresses for each location.

ONLY APPROVED LOCATIONS MAY BE USED FOR PRE-EMPLOYMENT DRUG SCREENING.

PRE-EMPLOYMENT DRUG SCREENING LOCATIONS VARY FROM APPROVED MEDICAL PROVIDERS FOR TREATING INJURED WORKERS.

REFER TO THE ROCIP CLAIMS GUIDE FOR DETAILS ON LOCATIONS FOR TREATING WORKERS COMPENSATION RELATED INJURIES

5.3.2 Post-Incident and Reasonable Suspicion Testing

The cost of post-incident and reasonable suspicion testing shall be borne by the contractor. The contractor is also responsible for determining logistics of testing during hours which the designated clinics for ROCIP drug testing are closed. Testing must be a screen performed to the identified testing standards established for ROCIP pre-employment drug and alcohol test as carried out by the designated ROCIP drug testing provider (11 panel- Point of Care drug screen

including THC, COC, AMP, METH, OPI, PCP, BZO, BAR, MDMA, OXY, MTD and BAT breath alcohol test).

Utilizing a third party not listed in this manual must be approved by CCD and outlined in the Contractor's Drug and Alcohol Policy. Contractors may not self-perform drug and alcohol tests. Contractor is solely responsible for ensuring compliance with any regulatory authority that may ensure validity of test or rights of the employee.

Employees reasonably suspected of being under the influence of drug(s), or otherwise in violation of this policy, will submit to a drug test as determined by the Contractor or CCD ROCIP Safety Team. The reasonable suspicion test should be performed as soon as possible, but no later than 12 hours after the determination to test has been made, or in accordance with federal regulations.

As soon as possible, but no later than 12 hours after an incident, a post-incident drug and alcohol test will be required of any employee whose performance did or may have contributed to the incident. The employer may also deem that a reasonable suspicion drug test needs to be performed based on their training. For the purposes of post-incident drug testing, "incident" is defined as follows:

- a. An event resulting in one or any combination of the following:
 - Death
 - Loss of consciousness
 - Injury requiring professional medical treatment
 - Disability which prevents the discharge of normal activities beyond the day of the accident
- b. Property damage, resulting in cost of recovery value, for loss of product and/or damage to the property of the ROCIP project or others, without regard to monetary value.

5.3.3 Return to Duty Testing

Employees will be subject to immediate dismissal for refusal to submit to testing upon return to duty, or if the employee tests positive upon return to duty. Return to duty is defined as an employee previously tested and accepting employment for the CCD ROCIP Project and who has left the project for a period of greater than 14 (fourteen) consecutive calendar days due to a work-related injury or illness.

5.4 Confidentiality

The ROCIP will carefully consider the expectations of individual privacy and confidentiality in retaining records under this policy. Except for the testing laboratory, employer, the ROCIP Safety Team, and the ROCIP Administrator, drug test results may not be divulged to anyone without the expressed written authorization of the tested individual, unless requested by state or Federal agencies as part of an accident investigation.

6. SAFETY PRE-PLANNING REQUIREMENTS

This section of the Safety Manual draws attention to pre-planning requirements unique to this ROCIP program, that may or may not be included in standards of regulatory authorities. The Contractor must ensure they are familiar with this manual in its entirety when considering the safety scope of this project.

6.1 Pre-Planning Requirements



30
DAYS

The SSSP is essential to the successful and consistent implementation of the ROCIP Safety Program. The Contractor and each Subcontractor will be responsible for costs to establish and maintain a safety program that meets or exceeds the requirements contained in this manual.

A WRITTEN SITE-SPECIFIC SAFETY PLAN MUST BE SUBMITTED FOR REVIEW BY THE CCD ROCIP SAFETY TEAM AT LEAST 30 DAYS BEFORE MOBILIZATION.

Each SSSP must be tailored to the risks of the project. Some projects involve a variety of complex hazards and require substantial SSSP development with comprehensive guidance.

- See model Site-Specific Safety Plan in Appendix A.

The Contractor must be prepared to discuss, in detail, the procedures to control the hazards likely to occur during major phases of the work, and the organizational assignments involved in administering the program. The list of required elements below is not exhaustive, and CCD may require the Contractor provide additional safety planning documents or provide more detailed information before acceptance of the SSSP.

NOTE: Subcontractors are required to develop their own SSSP and submit it to the Contractor. The Contractor is responsible for reviewing their Subcontractor's SSSP and maintaining the document for CCD ROCIP Safety Team review.



AFTER THE CONTRACTOR SUBMITS THE WRITTEN SSSP, A MEETING MAY BE HELD TO REVIEW THE PROGRAM WITH THE CCD ROCIP SAFETY TEAM.

REVIEW AND ACCEPTANCE OF THE CONTRACTOR'S SSSP SHALL NOT IMPOSE ANY LIABILITY ON THE OWNER, BROKER, OR INSURANCE CARRIER.

The SSSP must address the following elements at a minimum (note additional task planning in Section 6.3 that may be required):

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Accountability/Responsibility of Key Line Personnel to include Safety Representative 2. Statement of Contractor's Safety and Health Policy 3. Identification of Competent/Qualified Persons 4. Scope of Work Evaluation 5. Hazard/Risk/Exposure Assessment 6. Control Measures/Job Hazard Analysis/Pre-Task Planning Activities 7. Subcontractor Daily Safety Audits/Inspections 8. Subcontractor's Weekly Safety Planning – Weekly Look Ahead Plan 9. Compliance Requirements and Policy 10. Written Disciplinary Program 11. Hazard Identification and Correction Process 12. Training and Instruction 13. New Employee Orientation 14. Communication System 15. Recordkeeping | <ol style="list-style-type: none"> 16. Accident Investigation 17. Crisis Management/Emergency Action Plan 18. Site-Specific Medical Emergency Plan with Evacuation Map 19. Hazard Communication Program 20. Hazardous Material Use and Storage plan including Spill Prevention Plan (if applicable) 21. Trenching and Shoring Plan (if applicable) 22. Written 100% Fall Protection Plan (if applicable) 23. Substance Abuse Program 24. Respiratory Protection Program (if applicable) 25. Weather-Related Illness Prevention Plan (if applicable) 26. Hot Work Permit Procedure (if applicable) 27. Silica Exposure Control Program (if applicable) 28. Confined Space Entry Procedure (if applicable) 29. Lockout/Tagout Procedure (if applicable) |
|---|---|

6.1.1.1 Severe Weather Plan

Severe weather encompasses any weather-related event—tornado, severe thunderstorm, hurricane, flood, winter storm, temperature extremes—that poses a risk to life and property or impacts operations. The Contractor shall develop a plan that focus on ensuring employee safety and minimizing equipment/property damage. The plan may be included as part of the SSSP and shall include:

- responsibilities
- communications procedures
- mitigation measures
- preparedness activities
- response actions
- warning resources
- safety and logistical considerations

The Contractor will establish procedures in the event of snow, sleet, freezing rain, and/or ice accumulation to provide safe access to the site, parking areas, walking surfaces and haul roads. The plan will include priorities for snow and ice removal of all sidewalks, parking lots, roadways, and designated parking areas on the project and identify responsible parties.

6.1.1.2 Weather-Related Illness Prevention Plan

Contractors/Subcontractors are required to establish a Weather-Related Prevention Plan to educate and monitor employees for heat/cold-related illness. Please refer to NIOSH and OSHA heat illness prevention websites.

At a minimum, this plan is to contain the elements listed below and submitted as part of the SSSP for review by the CCD ROCIP Safety Team:

- Training
- Water
- Shade
- Cooling/Warming Stations if necessary
- Monitoring the Weather
- Heat/Cold Procedures & Acclimatization (may include break frequency or job rotation)
- Clothing
- Worker monitoring
- Emergency Response

6.1.1.3 Hazard Communication Plan

Contractors are responsible for developing and implementing their own written Hazard Communication Program as part of the SSSP. They must also ensure the proper handling, labeling, use, and storage of these chemicals and provide access to Safety Data Sheets (SDS) for all employees.

An EPA ID number will need to be obtained for the hazardous wastes produced by the Contractors and/or Subcontractors.

As part of the written HAZCOM program, a site specific hazardous chemical list must be maintained. The CCD ROCIP Safety Team or another Contractor may request copies of the most current SDS on a chemical being used by other Contractors/Subcontractors.

6.1.1.4 Crisis Communication Plan

Contingency planning for crisis and emergency situations is accepted as good management practice and by accepting this fact, anticipating certain crisis scenarios management will minimize the potential damage from critical situations. Proposed workflow process that details the general crisis communications on the program. All steps in the crisis communication process will be done in consultation with CCD. CCD, 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:

- Ensuring accurate and timely information is disseminated both internally and externally. (The Crisis Communication Plan shall be updated at least quarterly or when there are changes to responsible personnel, etc.).
- Preparing CCD, Program and Contractor staff to respond in a crisis by identifying roles and responsibilities
- Coordinating effectively with existing CCD protocol and other agencies.

The plan shall also include information on:

- a. Crisis Communications Operations
- b. Crisis Communications Center
- c. Crisis Communications Team
- d. Roles and Responsibilities
- e. Emergency Contact Phone Tree
- f. Crisis Tasks
- g. Media Briefing
- h. On Site Crew Response
- i. Crisis Communications Tools
- j. Crisis Communication Workflow

The Program Management Team Strategic Communications Lead, in coordination with Contractors (if necessary), under the direction of CCD Director of Communications will administer the crisis communication plan.

The project shall hold at least two mock emergency drills per year. Tabletop exercises where possible crisis situations that may arise shall be discussed at least once monthly during progress meetings. Minutes of the meetings shall be retained.

6.2 Pre-Work Hazard Mitigation Planning Requirements

6.2.1 Daily Pre-Task Planning and Job Hazard Analysis

Daily pre-task planning enables Contractor field supervisors and employees to participate in a discussion regarding the day's activities, associated risks, and the relevant control measures. Contractor and Subcontractor's foremen or assigned competent persons shall complete a daily pre-task plan and review it with all workers.

The daily pre-task plan may include JHA(s) and shall be kept with the foreman during the shift and then retained on file for a minimum of 90 days.

It is the responsibility of the Contractor's project superintendent and safety representative to ensure a job hazard analysis is completed for all work tasks before work commences. The JHA must be used by the field supervisor/foreman to participate in discussions with employees during daily pre-task planning. If new or previously unidentified hazards are identified during the operation, the Contractor must stop the task, modify the plan, and review the new plan with all impacted personnel.

The daily pre-task plan and JHAs shall be made available on-site to employees and produced upon request by the CCD ROCIP Safety Team, Administrators, or Insurers.

- See Appendix B for sample JHA form and example.

- See Appendix C for Daily Pre-Task Plan sample form.

6.2.2 Two-Week Look Ahead High-Risk Activity and Mobilization Report

Contractors are required to submit Appendix D every Thursday by close of business to the CCD ROCIP Safety Team to report on upcoming high-risk activities for the entire project. The report must be submitted in Excel and cannot be altered.

6.2.3 Subcontractor Pre-Mobilization Meeting

The Contractor will conduct a Subcontractor pre-mobilization safety meeting at the worksite on or before mobilization to review the Subcontractor's job hazard analysis, discuss site safety issues and requirements, and address any special concerns. The Contractor shall present their approach to managing safety on high-risk tasks. The sample Subcontractor Premobilization Safety Meeting checklist in Appendix E can be used to discuss and document this meeting. All attendees shall acknowledge understanding by their signature, and the Contractor shall retain the meeting minutes for the duration of the project. The following are the minimum required attendees:

- Contractor's project manager, safety representative, and supervisors
- Subcontractor's safety representative and competent persons



CONTRACTORS ARE REQUIRED TO INVITE THEIR CCD ROCIP SAFETY TEAM REPRESENTATIVE TO ALL MEETINGS, HOWEVER, ACTUAL ATTENDANCE WILL BE BASED ON SCHEDULING AVAILABILITY.

6.3 Task Specific Pre-Planning Requirements

The below list of required task specific pre-planning requirements is not exhaustive. CCD may, in its sole discretion, require additional pre-planning or pre-work meeting requirements based on Contractor safety performance, prior adherence to safety plans, safety audit results, previously unidentified risks, work sequencing that may introduce new risks, or any other condition that results in unique safety hazards or increased risk. All Task Specific Pre-Plans must be submitted and accepted by CCD ROCIP Safety Team before work commences.

6.3.1 Crane Operations

6.3.1.1 Critical Lift Plans

The Critical Lift Plan in Appendix F is required to be completed, approved in writing by the Contractor and submitted for review by the CCD ROCIP Safety Team seven working days prior to critical lifts taking place if:

- The gross load exceeds 75% of the crane's total lifting capacity
- The gross load at any point during the lift exceeds 75% of the crane's lifting capacity.
- The lift requires multiple cranes.
- The load will be swung over occupied areas, unprotected plant, equipment, or utility service.
- The lift is performed in proximity of live electrical lines.
- Hoisting of personnel.



**7
DAYS**

NOTE: The Critical Lift Plan must be specific for the crane brought on site by the Contractor. If a different model/type of crane is brought on site, then the lift plan will be voided. In this case, another lift plan must be submitted for the specific crane to be used on site.

6.3.1.2 Crane Operators

Crane operators must be certified by an accredited third-party testing entity prior to operating the type of crane assigned. Crane operator certification must be submitted to the CCD ROCIP Safety Team prior to crane assembly/operation. There are two ways that an equipment operator can be qualified or certified and meet ROCIP Safety requirements:

- a. A certificate from the National Commission of Certification of Crane Operators (NCCCO), or
- b. Qualification from the employer through an accredited third-party testing organization.

The crane operator shall not be responsible for hazards or conditions that are not under their direct control and that adversely affect the lift operations. Whenever the operator has doubt as to the safety of crane operations, the operator shall stop the crane's functions in a controlled manner. Lift operations shall resume only after safety concerns have been addressed or the continuation of crane operations is directed by the lift supervisor.

NOTE: Crane operator credentials must be provided to the CCD ROCIP Safety Team seven working days prior to any lift for review and acceptance.

6.3.1.3 Third-Party Inspection

A third-party inspector must oversee the erection of any crane being assembled on site. All cranes requiring assembly onsite must be inspected and certified by a third-party inspector prior to use. Any deficiencies noted must be corrected prior to any lift activities.

Where cranes do not require assembly before inspection, third-party inspections must be conducted off-site within the last 90 days prior to mobilization to the worksite. Any identified deficiencies must be corrected before the crane is brought onsite. Inspection documentation must be provided to the CCD ROCIP Safety Team after crane assembly or pre-mobilization to site and prior to operation.

6.3.1.4 Shared Space Agreement

When two Contractors/Subcontractors have common or shared airspace with the potential for two crane booms and/or associated rigging to collide, a Shared Space Agreement must be developed by the two affected Contractors and made available to the CCD ROCIP Safety Team.

- See Appendix G for sample Shared Space Agreement.



7

DAYS

6.3.2 Elevated Work

6.3.2.1 Written Elevated Work Plan

Preparing and following a written, site specific elevated work plan is required for employees working at heights of six feet or more, including during steel erection. The plan must be submitted to the CCD ROCIP Safety Team seven working days in advance of upcoming work for review and approval. Changes to the plan must be discussed with the CCD ROCIP Safety Team. At a minimum, the plan will include:

- a. Names of competent and qualified persons for fall protection systems and scaffolding.
- b. Identification of the specific call hazards in the work area (including location of fall hazards).
- c. Methods to be used for fall arrest or fall restraint. See 10.2 for engineering requirements.
- d. Equipment to be used and design of fall protection systems, scaffolding, or guardrails.
- e. Phasing plans that identify which call prevention/protection methods will be used for specific tasks.
- f. Overhead hazard protection measures; including tool tethers or canopy protection for employees and/or public.
- g. Description of rescue methods and equipment.
- h. Enforcement and the disciplinary actions for non-conformance.



A MEETING WILL BE HELD BETWEEN THE CCD ROCIP SAFETY TEAM AND THE CONTRACTOR TO DISCUSS THE DETAILS OF SITE-SPECIFIC ELEVATED WORK PROTECTION PLAN PRIOR TO COMMENCEMENT OF WORK ACTIVITY.

6.3.3 Lock-Out Tag-Out

6.3.3.1 Lock-Out Tag-Out Written Procedure

A written lock-out tag-out procedure is required at all times.

6.3.3.2 Lock-Out Tag-Out Coordination Meetings

When one or more employees of another Contractor or Subcontractor may be exposed to danger in the event power is either interrupted or restored unexpectedly contractor must hold a coordination meeting with all affected Contractors and Subcontractors, of any tier, at least 24 hours in advance of the lock-out.



YOU MUST INFORM YOUR ASSIGNED MEMBER OF THE CCD ROCIP SAFETY TEAM 24 HOURS IN ADVANCE OF THE MEETING. THEY MAY ATTEND THE MEETING OR MONITOR THE ACTUAL LOCK-OUT OPERATIONS



**7
DAYS**

6.3.4 Confined Space



6.3.4.1 Confined Space Identification and Entry Plan

The Contractor or Subcontractor performing confined space entry shall submit an exposure-specific Confined Space Entry Procedure to the CCD ROCIP Safety team seven calendar days prior to entry for review. It must include at a minimum, the following elements:

- a. Contractor shall identify all confined spaces.
 - All confined spaces on CCD property are considered “permit-required confined spaces”
 - Permit-required confined space must be posted with signs stating Danger: Permit Confined Space. Do Not Enter.
- b. How the employer will implement the measures necessary to prevent unauthorized entry;
- c. Identification and evaluation of the hazards of permit spaces before employees enter them;
- d. Equipment needed to perform a safe entry operation;
- e. Procedures for atmospheric testing of the space;
- f. Provision of at least one attendant outside the space;
- g. Provision for responding to emergencies;
- h. Description of rescue method and equipment to be used;
- i. Designation of all persons with active roles (e.g. entrants, attendants, persons who test and monitor) and provision of required training;
- j. Procedures for summoning rescue and emergency services;
- k. System for the preparation, issuance, use and cancellation of entry permits;
- l. The system developed and implemented for the closing off the permit space and cancellation of entry permits;
- m. Procedures to coordinate operation where more than one Contractor (such as a Subcontractor) is involved;
- n. Procedure for evaluation and correction of entry operations when the Contractor has reason to believe that the program is not sufficiently protective; and
- o. The mechanism by which the confined space permit entry program is reviewed.

6.3.4.2 Entry Notification Requirements

The CCD ROCIP Safety Team member assigned to the project must be notified of all confined space entries prior to the beginning of work. The following information must be provided:

- a. Name of contractor or subcontractor performing the entry;
- b. Number of entrants;
- c. Name and mobile phone number of the attendant or entry supervisor;
- d. Start time of the entry operation;
- e. Duration of confined space operation;
- f. Work to be performed in the confined space.

6.3.4.3 Denver Fire Department Confined Space Permit

Contractors must also obtain a confined space entry permit from the Denver Fire Department prior to entering a confined space. This permit will be valid for the duration of the project and must be posted at or near the space. Contractors are responsible for meeting the requirements needed to obtain the fire department permit.

6.3.4.4 Designation of Rescue Method

Where entry must be made for rescue, OSHA allows rescue to be performed either with the facility's trained in-house rescuers or by contracting to an outside rescue service. The Contractor must identify on the permit the type of rescue to be performed for each confined space.

- a. In-house Rescue: The Contractor's rescuers must have extensive training. No employee is authorized to enter a space to rescue an entrant unless they have had extensive training in personal protective and rescue equipment. This includes actual practice in making simulated rescues and CPR.

NOTE: A trained attendant may not enter a space to make a rescue until another attendant has arrived.

- b. Outside Rescue: If the Contractor is relying on an outside agency to perform a rescue, the rescue service must be informed of the hazards they may confront, and the rescue service must have access to all permit spaces so that the rescue service can develop appropriate rescue plans and practice rescues before a rescue must be made.

IF THE CONTRACTOR IS EXPECTING TO USE AN OUTSIDE AGENCY TO PERFORM RESCUE, THEY MUST HAVE AN MAKE AVAILABLE A WRITTEN AGREEMENT BETWEEN THE AGENCY AND THE CONTRACTOR. THE CONTRACTOR WILL OBTAIN WRITTEN VERIFICATION FROM THE RESCUE SERVICE, PRIOR TO EACH ENTRY THAT THEY WOULD BE READILY AVAILABLE TO RESPOND IN A TIMELY MANNER

6.3.5 Hot Work

6.3.5.1 Hot Work Permits

Contractors shall obtain a hot work permit from the Denver Fire Department, to be renewed annually.

6.3.5.2 Hot Work Permit Procedure

The Contractor will develop and submit a hot work permit procedure as part of the SSSP and include provisions at least as stringent in Section 10.18 of this manual.

6.3.6 Traffic Control

6.3.6.1 Traffic Management Plan

A Traffic plan shall be developed in accordance with the Colorado Department of Transportation and the Manual of Uniform Traffic Control Devices (MUTCD) and submitted for review and comment 14 calendar days prior to work commencing to the CCD Safety Team. The plan shall include:

- a. Traffic conditions;

- b. Existing traffic controls;
- c. Physical features;
- d. Visibility restrictions;
- e. Access to private property, businesses, and activities;
- f. Pedestrian traffic control where applicable;
- g. Means of mitigating any adverse effect upon the blind or other physical handicapped;
- h. The type, number, and location of traffic control devices required for the work;
- i. Typical MHTs to be utilized for phasing/short duration closures; and
- j. Safety measures to be used during traffic control set-up and traffic switches.

6.3.7 Silica

6.3.7.1 Silica Exposure Control Program

Contractors and/or Subcontractors shall submit a written silica exposure control program for review by the CCD ROCIP Safety Team seven calendar days prior to performing work that may expose employees. The requirements for managing silica dust shall be followed and included in the written plan. In addition to their own employees and subcontractors, Contractors are expected to protect nearby workers and the public from silica exposure. The written plan must include:

- a. Statement of the Contractor's commitment to prevent silicosis and to comply with OSHA's standards.
- b. Describe portion of OSHA 1926.1153(c)(1) to be utilized OR provide a description of air monitoring to determine silica levels generated to provide a basis for:
 - Selecting engineering controls,
 - Selecting respirator protection,
 - Selecting work practices to reduce dust, and
 - Determining if a medical surveillance program is necessary.
- c. Description of engineering controls which are proposed for the project to eliminate or reduce the amount of silica in the air and the build-up of dust on equipment and surfaces.
- d. Description of less hazardous materials than crystalline silica which are proposed for abrasive blasting and automatic blast cleaning machines or tools to be utilized.
- e. Description of high-efficiency particulate air filter vacuums to be used by employees and work practices to vacuum, hose down, or wet clean work areas and equipment.
- f. Description of warning signs and other barriers proposed to identify work areas where respirable silica may be present and to limit access to only authorized employees.
- g. Description of personal protective equipment and clothing to be provided to employees and changing facilities if necessitated by the level of silica dust exposure.
- h. Certification of training provided to employees about health effects of silica exposure, engineering controls and work practices that reduce dust, the importance of maintenance and good housekeeping, as well as the proper type and fitting of respirators; and include a statement that the employee is or is not enrolled in a medical surveillance program.



7

DAYS

6.3.8 Respiratory Program

Contractor and Subcontractors who require or permits employees to wear a respirator must have a written respiratory protection program as part of the SSSP. The written respiratory protection program shall establish standard operating procedures concerning the use and maintenance of respiratory equipment. In addition to having such a written program, the Contractor must also be able to demonstrate that the program is enforced and updated as necessary. The written respiratory protection program shall be available to employees on site and include:

- a. A written statement of company policy, including assignment of individual responsibility, accountability, and authority for required activities of the respiratory protection program.
- b. Written standard operating procedures governing the selection and use of respirators.
- c. Respirator selection (from NIOSH/MSHA approved and certified models) based on hazards to which the worker is exposed.
- d. Medical examinations of workers to determine whether they may be assigned an activity where negative pressure respiratory protection is required.
- e. Employee training in the proper use and limitations of respirators (as well to evaluate the skill and knowledge obtained by the worker through training).
- f. Respirator fit testing.
- g. Regular cleaning and disinfecting of respirators.
- h. Routine inspection of respirators during cleaning, and at least once a month and after each use for those respirators designated for emergency use.
- i. Storage of respirators in convenient, clean, and sanitary locations.
- j. Surveillance of work area conditions and degree of employee exposure (e.g., through air monitoring.).
- k. Regular inspection and evaluation of the continued effectiveness of the program.

7. SAFETY TRAINING AND MEETING REQUIREMENTS

7.1 Employee Orientation Training

One of the requirements of the Contractor and their safety representatives or designees is to conduct a complete safety orientation for anyone who will be working/entering the construction site including but not limited to employees, subcontractors, inspectors, and CCD representatives and employees. The orientation is required before an employee can enter the construction area. The purpose of the orientation is to provide employees an awareness of what they can expect and what is expected of them on site. At a minimum, the orientation will include:

- a. Employee jobsite safety and health requirements and policies
- b. Review of site-specific safety plan to include emergency procedures/phone numbers, Crisis Management Plan, and Severe Weather Plan
- c. Employer and employee rights and responsibilities
- d. Hazard communication
- e. Fall Protection (if applicable)
- f. PPE and work attire
- g. Personal conduct and disciplinary actions
- h. Authorized access and parking
- i. Good housekeeping practices
- j. Daily Pre-Task Planning and Job Hazard Analysis (JHA)
- k. Return to work programs, incident (to include near misses) reporting procedures, workers compensation requirements, and designated provider information.
- l. Drug free workplace and substance abuse testing.
- m. Injury and illness reporting

All employees will complete the Project Safety Orientation Training Acknowledgement Form in Appendix J at the end of the orientation training session. A copy of the completed form must be maintained and provided to CCD ROCIP Safety upon request.

7.2 Tour & Visitor Guidelines

Non-construction personnel, visitors, or groups shall always be accompanied by an authorized representative of CCD, the Contractor, or other designee that is familiar with the site hazards of the project. All visitors must wear the required PPE.

Before entering the project, all visitors shall receive a brief safety orientation from the Contractor Safety Representative on site-specific hazards expected to be encountered during the tour or visit. The number of escorted persons on tours should be proportionate to the degree of the hazards and operating space involved but may not exceed ten (10) visitors per authorized group representative.

**THE "WAIVER AND RELEASE"
PROVIDED IN APPENDIX I SHALL BE
SIGNED BY ALL VISITORS PRIOR TO
ACCESSING THE PROJECT. THIS APPLIES
TO CONTRACTOR EMPLOYEES
TOURING THE SITE NOT ASSIGNED TO
THE PROJECT.**

7.3 Regulatory Training

The Contractor is responsible for providing or ensuring effective training has been provided for any and all employees working on the project as required by any regulatory authority having oversight of the work or employer and as outlined in this Manual.

7.4 Weekly Safety Toolbox Meeting

Each employee shall attend a contractor's weekly safety toolbox meeting. Contractors must document the toolbox meeting on the Weekly Toolbox Safety Attendance Roster at the end of each week's meeting and maintain a copy onsite for review by the CCD ROCIP Safety Team.

- See Sample Weekly Toolbox Safety Meeting Report in Appendix L.

7.5 Weekly Joint Safety Meeting

The Contractor Safety Representative and designated members of the respective staff must participate in scheduled weekly safety meetings. The meetings must review the effectiveness of the Contractor's safety effort, resolve health and safety issues relating to current or future operations, and provide a forum for developing the two-week look ahead schedule. CCD may include this in other weekly meetings, such as weekly construction progress meetings.

7.6 Supervisory Safety Meetings

The Contractor must conduct regularly scheduled (at least monthly) supervisory safety meetings for all levels of job supervision. The Contractor will maintain a summary report containing subject matter and signatures of all attendees and make it available for review by the CCD ROCIP Safety Team.

7.7 Incident Review with CCD ROCIP Safety Team

When notified by the CCD ROCIP Safety Team, near miss incidents, recordable injuries/illnesses, builders' risk, and general liability incidents will require Contractor/Subcontractor management personnel to meet and review the findings of incident investigation and resolutions. The Contractors and Subcontractors Project Manager (if applicable), Safety Representative(s), involved supervisor/foremen and employee(s), and witnesses may be required to attend and present investigative findings, causes, underlying factors, and corrective actions.

7.8 ROCIP Safety Meetings

A meeting may be held to review project safety performance with the CCD ROCIP Safety Team and Contractor's Project Manager and Safety Representative on a periodic basis, as determined necessary by the CCD ROCIP Safety Team.

8. SAFETY REPORTING AND INSPECTION REQUIREMENTS

8.1 Post-Incident Reports

8.1.1 Incident Notification

The Contractor shall report all incidents by phone immediately to the CCD Project Manager or designee and the assigned CCD ROCIP Safety Team member.

8.1.2 Incident and Near Miss Investigations

All incidents, whether they involve injury or not (“near-miss”) must be reported to the CCD ROCIP Safety Team immediately. The Contractor and Subcontractor Safety Representative shall immediately investigate and document the incident appropriately. The preliminary report must be completed and submitted to the CCD ROCIP Safety Team within twenty-four hours of the incident. The final investigative report and supporting documentation is due five calendar days after the date of the incident or near- miss incident.



3

DAYS

THE FINAL INVESTIGATION MUST BE SENT TO YOUR ASSIGNED CCD ROCIP SAFETY TEAM MEMBER AND CCDROCIPSAFETY@DENVERGOV.ORG WITHIN 5 DAYS OF THE INCIDENT.

The Contractor Safety Representative is expected to provide a professionally written narrative with the following elements:

- a. Facts of the incident including but not limited to: date, time, names of employees involved, witnesses, company, job title, injury or damage specifics;
- b. Sequence of events before, during, and after the event;
- c. Analysis of event and list of causative factors; and
- d. Corrective actions implemented or to be implemented.

Most incidents and near-miss incidents relate to system failure rather than individual. The Contractor must have an open and fair reporting system so that employees can report problems without fear of reprisal. Lessons learned from accidents, incidents and near-miss incidents will be shared with employees.

- See sample accident investigation forms in Appendix M.
- See Section 9.2 for Lesson Learned Program Requirements
- See Section 9.4 for Employee Near Miss Reporting Program Requirements

8.2 Jobsite Safety Inspections

The Contractor’s safety representative will conduct and document daily jobsite inspections of work site to evaluate compliance with SSSP, ROCIP Safety Manual, and regulations and identify and correct jobsite hazards. Inspection reports must be documented daily and be made available to the CCD ROCIP Safety Team for review.

A member of the Contractor's management group (Project Manager, Field Supervisor, Foreperson, etc.) must attend and participate in at least one jobsite inspection per week. Attendance must be documented.

CONTRACTOR MAY BE DIRECTED TO USE A SOFTWARE PROGRAM OR SOFTWARE-AS-A-SERVICE (SAAS) SOLUTION THAT WILL ENABLE THE CONTRACTOR TO PERFORM JOBSITE SAFETY AUDITS AND MEASURE THE EFFECTIVENESS OF THEIR SAFETY PROGRAMS. ALL SOFTWARE COSTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

8.3 Contractor's Monthly Safety Report

The Contractor is responsible for providing leading and lagging indicators for their project to the CCD ROCIP Safety Team. Contractors are required to submit Appendix P the first Tuesday of the following month to the CCD ROCIP Safety Team. The report must be submitted in Excel and cannot be altered.

8.4 Safety Observations

The CCD ROCIP Safety Team will provide written notice of work activities that are not in compliance with the established safety policies and procedures. If a Contractor or Subcontractor receives a notice, they must immediately correct the hazard, document the corrective action, or reason for delayed abatement, and return the report to the CCD ROCIP Safety Team within 24 hours.

The ROCIP Broker and Insurer are also committed to the success of ROCIP projects. They may at their discretion and chosen timeframe perform safety assessments of the project. It is a best practice during these observations to have the Contractor Safety Representative and/or Superintendent in attendance. These assessments will result in a written record of their findings. If deficiencies are found, the Contractor is to immediately correct the hazard, document the corrective action, or reason for delayed abatement, and return the report to the CCD ROCIP Safety Team within 24 hours from time of delivery.

8.5 OSHA Inspections

Inspections by OSHA compliance officers may be initiated for many reasons, including employee complaints, serious or fatal accidents, special emphasis programs or planned audits. When a Contractor or Subcontractor receives notification of an inspection, contact the CCD ROCIP Safety Team so a representative of the CCD ROCIP Safety Team can be present during the opening conference, inspection and closing conference. It is the policy of the City and County of Denver to fully cooperate with OSHA compliance officers.

8.6 Miscellaneous Inspections

Inspections may also be conducted by other interested CCD parties such as but not limited to Environmental, Denver Fire Department or other Federal, State or Local agencies. Deficiencies found regarding life safety or that will negatively impact CCD operations must be corrected immediately.

9. MISCELLANEOUS SAFETY PROGRAM REQUIREMENTS

9.1 Safety Awareness

Communication and awareness are essential to developing a proactive project safety culture. The goal of the safety awareness program is to raise awareness of day-to-day risks, hazards, and exposures in the field and drive employee engagement. The Contractor is responsible for developing and submitting innovative ideas for improving safety awareness. Safety awareness program initiatives have included:

- a. Project specific safety stickers
- b. Volunteer safety stewards
- c. Safety posters
- d. Days at Zero signs at entrances, lunchrooms, etc.
- e. Guest speakers for employee meetings
- f. Banners addressing specific hazards on the project
- g. Whiteboards for employees to identify Today's Biggest Risk in This Area
- h. Employee-led safety committees
- i. Foremen and Superintendents completing "Foundations for Safety Leadership" training
- j. Methods for employees to report safety hazards on the job site

9.2 Lessons Learned

The goal of this program is to share and use experience-based information to promote the recurrence of desirable activities and prevent the recurrence of undesirable activities. All Contractors and Subcontractors are expected to plan and execute their work based on best available practices. Through their work experiences, all personnel are expected to identify opportunities for improvement and best practices and share these with their colleagues using the form in Appendix O. Actions taken as a result of a Lesson Learned may include:

- a. Corrective actions taken as a result of the analysis of an actual experience
- b. Preventive actions taken to prevent a negative situation from occurring
- c. Improvement actions taken to improve the efficiency and safety of operations

Lessons Learned Programs include two basic processes:

- a. A development process that includes identification, documentation, validation, and dissemination of a Lesson Learned.
- b. A utilization and incorporation process that includes identification of applicable Lessons Learned, distribution to the CCD ROCIP Safety Team, identification of actions as a result of the Lesson Learned, and follow-up to ensure that appropriate actions were taken.

9.3 Stretch and Flex Program

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

9.4 Employee Near Miss Reporting Program

A "near miss" is an unplanned event that did not result in injury, illness, or damage, —but had the potential to do so. Only a fortunate break in the chain of events prevented an injury, fatality or damage.

Although human error is commonly an initiating event, a faulty process or system invariably permits or compounds the harm and should be the focus of improvement.

Blank Near Miss Report forms are to be made readily available onsite to employees to report near misses. It is the responsibility of the Contractor to encourage near miss reporting, investigate and report findings to CCD ROCIP Safety Team.

- See sample Near Miss Report Form in Appendix K.
- See Section 8.1. for Contractor investigation and reporting requirements

9.5 Employee Discipline & Enforcement

The ROCIP has established various rules and regulations, which serve as guidelines to acceptable employee behavior. In addition, specific job site rules may be established to meet the needs of the project. In either case, the rules and regulations of the ROCIP, and jobsite rules, are subject to change, without prior notice, at the sole discretion of the CCD ROCIP Safety Team.

All employees need to be aware of and abide by the ROCIP and Contractor's work rules and regulations. Rules have been developed to assist the efficient operation of the Project and for the benefit and safety of all employees and the general public. In general, any employee found to be in violation of ROCIP Project rules will be subject to disciplinary action, including immediate suspension or permanent discharge.

The following is a description of the ROCIP Project policy for dealing with discipline and termination:

- a. Corrective discipline is normally the responsibility of the job foreman or superintendent. One purpose of discipline is to motivate an employee to change their behavior. Discipline can be effective in helping an employee develop a more acceptable level of job performance.
- b. In the event discipline is considered, the foreman or superintendent will identify the severity of the problem and determine the appropriate level of discipline, recognizing that the seriousness of offenses may vary. When violations of a less serious nature occur, a discussion between the employee and the supervisor will often be sufficient.
- c. In the case of more serious violation, a written warning will be issued. On some occasions, because of the seriousness of the offense, a written warning may be given even though a verbal warning has not been issued. Certain other offenses will be of such a serious nature that they will be grounds for immediate suspension and /or discharge.
- d. Verbal or written warnings are often appropriate for minor infractions and first-time offenses. A warning should include an explanation of the problem, which has been identified, with an opportunity for the employee to respond.
- e. Discharge of an employee will be considered if the desired change in an employee's conduct is not accomplished through prior actions.
- f. Employee misconduct may be of such a high level of seriousness that immediate termination will result. Examples of more serious misconduct include, but are not limited to, violation of the Substance Abuse Policy, blatant disregard for personal and public safety, disregard of the ROCIP Safety Plan, fighting, theft and falsification of records.
- g. In any given case, the CCD ROCIP Safety Team or the Contractor may find it appropriate to impose greater or lesser disciplinary action, based on individual circumstances.

Nothing in this policy should be construed as limiting the discretion to impose any level of discipline at any time, up to and including discharge, as circumstances warrant.

Nothing in this policy alters an employee's status as an "at will" employee or creates any contractual rights, either expressed or implied. This Policy will be applied in a matter that is consistent with the requirements appropriate to local, state and federal laws.

10. SAFETY PROVISIONS

The safety provisions in this section may meet or exceed OSHA or other regulatory requirements. Recognizing that local, state, and federal regulations may change, in the event of a conflict between the ROCIP Safety Manual and any regulatory authority, the more stringent standard prevails. See applicable pre-planning requirements in Section 6.

10.1 Cranes

Crane operators and riggers must be given the opportunity to pre-inspect crane lift and load placement areas. If loads are transferred onto or within a building structure, the Contractor must identify safe, structurally suitable lift and drop zone locations, including assessment of potentially occupied areas and subterranean utility systems. Notification, and evacuation if warranted, of occupied areas under lift and drop zones must occur prior to lift.

10.1.1 Crane Assembly/Disassembly

Work is to be directed by an A/D (Assembly/Disassembly) director. The A/D director must meet the criteria for both a “competent person” and a “qualified person,” which are defined terms in this rule, or must be a “competent person” assisted by a “qualified person.”

- a. The A/D director must understand the applicable procedures.
- b. The A/D director must review the procedures immediately prior to beginning work unless they understand the procedures and have used them before for that equipment type and configuration.
- c. The A/D director must ensure that each member of the crew understands their tasks, the hazards of the tasks, and any hazardous positions or locations to avoid and be documented on the Pre-Task Planning sheet.
- d. Address hazards associated with the operation, including 12 specified areas of concern: site and ground conditions, blocking material, proper location of blocking, verifying assist crane loads, boom & jib pick points, center of gravity, stability upon pin removal, snagging, struck by counterweights, boom hoist brake failure, loss of backward stability, and wind speed and weather.
- e. The A/D director must verify all capacities of any equipment used, including rigging, lifting lugs, etc.
- f. Any lifting accessory must be designed by a professional engineer, with design criteria available on site, and capacities legibly marked on the device.

10.1.2 Qualified Riggers

Employers must use qualified riggers during hoisting activities for assembly and disassembly work. Additionally, qualified riggers are required whenever workers are within the fall zone and hooking, unhooking, or guiding a load, or doing the initial connection of a load to a component or structure.

Contractors using riggers shall make available upon request, proof of documentation supporting the expertise of their qualified rigger.

10.1.3 Qualified Signal Person Requirements A signal person is required when:

- a. The point of operation is not in full view of the operator.

- b. The operator's view is obstructed in the direction the equipment is traveling.
- c. Either the operator or the person handling the load determines that a signal person is needed because of site-specific safety concerns.

Contractor must use one of the following options to ensure that a signal person is qualified:

- a. Third party qualified evaluator. The signal person has documentation from a third- party qualified evaluator showing that they meet the qualification requirements.
- b. The employer's qualified evaluator (not a third-party) assesses the individual, determines the individual meets the qualification requirements, and provides documentation of that determination. This assessment may not be relied on by other employers.

Employers must make the documentation of the signal person's qualifications available at the worksite in paper form for review by the CCD ROCIP Safety Team. The documentation must specify each type of signaling (e.g., hand signals, radio signals, etc.) for which the signal person is qualified under the requirement of ASME B30.5-2007 and ASME B30.3- 2009.

10.1.4 Outriggers and stabilizers

When outriggers or stabilizers are used or are necessary:

- a. The Contractor must evaluate the soil bearing capacity at the lift site to ensure that the crane, including the maximum intended loads is compatible with the location and placement of the crane. Review of any underground installations shall be part of the evaluation.
- b. Outriggers and stabilizers must be fully extended or, if permitted by manufacturer procedures, deployed as specified in the load chart.
- c. Outriggers must be set to remove equipment weight from the wheels.
- d. Outrigger floats, if used, must be attached to the outriggers; stabilizer floats, if used, must be attached to the stabilizers.
- e. Each outrigger or stabilizer must be visible to the operator or to a signal person during extension and setting.
- f. Outrigger and stabilizer blocking must be placed under the float/pad of the jack or, if there is no jack, under the outer bearing surface of the outrigger or stabilizer beam. Blocking must also be sufficient to sustain the loads and maintain stability and must be properly placed, per manufacturer's specifications.
- g. Horizontal distance for crane setup from an excavation must be greater than the depth of the hole.

10.1.5 Work Platforms Suspended from Cranes

The use of a crane or derrick to hoist employees on a personnel platform is prohibited, except when the erection, use, and dismantling of conventional means of reaching the worksite, such as a personnel hoist, ladder, stairway, aerial lift, elevating work platform or scaffold, would be more hazardous or is not possible because of structural design or worksite conditions.

NOTE: Contractor shall submit a written variance request to use a suspended personnel work platform to the CCD ROCIP Safety Team identifying the rationale for selecting a suspended personnel work platform and explanation why conventional methods would be more hazardous or infeasible.



Prior to the use of a work platform suspended from a crane, the Contractor and/or Subcontractor will complete the Suspended Personnel Platform Checklist in Appendix H for each such operation and will maintain a file documenting its operation. Each record is good only for lifts made from a single crane set-up location. Traveling, repairs or modifications of the crane will require a new record. Each record is to:

- a. Be initiated by the supervisor of the employee who will be working from the platform
- b. Describe the work to be performed and its exact location
- c. List all required inspections, certifications, tests, and pre-lift meetings
- d. Be signed by the crane operator, rigger, and initiating supervisor
- e. Note the name of the person who will flag or signal the crane operator
- f. Remain with the crane while the personnel hoist is in progress
- g. Section 4 (Weight Calculation Sheet) of the Suspended Personnel Work Platform Checklist must be submitted to the CCD ROCIP Safety Team for review 7 days in advance of scheduled work.

10.2 Elevated Work - Fall Protection

Contractors and Subcontractors of any tier shall provide an appropriate fall prevention or fall protection system whenever employees are exposed to falls in excess of six feet or higher. Examples of exposures include, drilled shafts, steel erection, walking/working surfaces, etc. Controlled access zones are not permitted as appropriate means of fall prevention or protection on this project. All fall protection equipment must be inspected by employees before each use. This equipment shall also be inspected by a competent person at least monthly and documented. Damaged and worn equipment must be removed from service and the project site immediately.

10.2.1 Types of Fall Protection Systems

- a. Personal fall arrest system is a means used to arrest an employee in a fall from a work level. It consists of an anchorage, full body harness, and connectors.
- b. Positioning device system allows an employee to be safely supported on an elevated vertical surface (such as a wall) and work with both hands free. The positioning device is not to be used as a primary anchor point.
- c. Warning line system is a barrier erected to warn employees that they are approaching an unprotected edge. It also designates an area in which work may not take place without the use of a guardrail, personal fall arrest system or a safety net to protect employees. The warning line must be a minimum of 15 feet from the unprotected edge.
- d. The use of safety monitors is prohibited.
- e. Guardrail system is a barrier erected to prevent employees from falling to lower levels. All guardrails must meet the requirements of 29CFR1926.502.
- f. Safety net system can be used when workplaces are more than 25 feet above the ground, water surface or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, safety lines or a safety harness is impractical.

10.2.2 Safety Harness

The only permissible fall arrest system on this project is a full body harness, subsystem and components meeting ANSI requirements. In order to maintain 100 percent fall protection, two lanyards may be required. The use of body belts is prohibited.

Safety harnesses must be secured to an anchor point, preferably overhead, of substantial capacity capable of supporting at least five thousand pounds per worker attached (e.g. pipe, structure, cable, or rope lifeline). Anchorage not secured overhead may require additional sharp or leading-edge protection. Anchorages must be engineered and drawings available at the work location.

10.2.3 Lanyards and Lifelines

Lanyard and lifeline selection will be determined by the type of work as well as the environmental conditions. If lanyards, connectors or lifelines may be damaged by welding, chemical cleaning, sandblasting, or sharp edges, either protect the components or use a more appropriate type of securing system.

Lanyards and lifelines must incorporate or be used with an appropriate deceleration device. Deceleration devices include rope grabs, rip-stitch lanyards, specially woven lanyards, tearing or deforming lanyards, automatic self-retracting lifelines and lanyard, etc., which dissipate or otherwise limit the energy imposed on an employee during fall arrest. Lanyards and lifelines must only use locking snap hooks. Under no circumstances may two lanyard snap hooks be connected to each other.

Once in use, the system's effectiveness is to be monitored by a qualified person. In some cases, a program for cleaning and maintaining the system may be necessary. Anchor points, other than those installed by equipment manufacturers, must be inspected and approved by a qualified person.

Horizontal lifelines (HLL) and catenary lines shall be designed by a registered professional engineer. A copy of the design shall be maintained at the work location where the HLL is in place. HLLs shall be installed and maintained, per the design, by a competent person.

- **Horizontal Lifeline and Catenary Line Fall Distance.** The primary factor that is critical to the design of HLL or catenary line system is calculating the dynamic point loading and deflection of the line and end connection points. Other factors that must be accounted for include freefall of the worker, the deceleration distance of the worker's shock-absorbing lanyard or retractable lifeline and any other considerations that increase the worker's total fall distance. The sum of these factors shall not be so great that the worker can contact an obstruction or lower level. The registered professional engineer or manufacturer of an HLL or catenary line system shall provide a method of calculating minimum clearances for temporary systems that can be installed in multiple configurations.
- **Horizontal Lifeline and Catenary Line Designed Load Factor.** When HLL's or catenary lines are used, the Contractor shall include in their fall protection plan the appropriate and specific engineered calculations for the system based on the number of workers attached. The load requirement is often confused with the 5,000-pound OSHA requirement for personal fall arrest systems (PFAS). The Contractor shall take into consideration in the design of the HLL and catenary line, the maximum arresting force on a worker's lanyard may be greater than 1,800 pounds depending on the line's geometry, angle of sag, the lines elasticity and the dynamic deflection to the end loads at the anchorage points or stanchions.

NOTE: Catenary lines shall be elevated, not at or below walking level, unless a variance is granted and approved in writing before the execution of the contract. This includes steel work.

10.2.4 Training

Contractor must provide a fall prevention training program for each employee who might be exposed to fall hazards. The training program must include recognition of the hazards of falling and procedures to follow to minimize these hazards. Training materials must be reviewed to verify that each employee has been trained, as necessary, by a competent person knowledgeable in the following areas:

- a. The nature of fall hazards in the work area;
- b. The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
- c. The use and operation of guardrail systems, restraint systems, personal fall arrest systems, safety net systems, warning line systems, CAZS, and other protection to be used;
- d. The limitations on the use of mechanical equipment during the performance of roofing work on low sloped roofs;
- e. The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection;
- f. The role of employees in fall protection plans;
- g. The requirements contained in 29 CFR 1926 Subpart M.

Contractor must maintain a written certification record of employee training on site at all times for review. The record must contain the following information:

- The name or other identity of the employee trained
- The date(s) of the training;
- Topics reviewed; and
- Trainer and trainee signatures

10.3 Scaffolding

All scaffolds and platforms must meet the following requirements:

10.3.1 General Requirements

- a. Scaffolds shall be erected, moved, dismantled or altered only under the supervision and direction under a competent person qualified in scaffold moving, erecting, dismantling or alteration. Such activities shall be performed only by experienced and trained employees selected for such work by the competent person.
- b. The competent person will determine the feasibility and safety of providing fall protection for employees erecting or dismantling support scaffolds. The Contractor is required to provide fall protection for employees erecting or dismantling support scaffolds where the installation and use of such protection is feasible and does not create a greater hazard.
- c. Scaffolds six (6) feet or more above the ground or floor are to be completely decked and have handrails, mid-rails and toe-boards installed. If for some reason, a platform or scaffold cannot be equipped with standard handrails or completely decked, safety harnesses must be worn and properly tied off.
- d. Chain guardrails on scaffolding are not permitted.
- e. Overhead protection for employees on a scaffold is required if they are exposed to overhead hazards.

- f. Barricade the area beneath the scaffold and post “working overhead” signs in all approach directions.
- g. Materials will not be stored on scaffolding, excepting supplies needed for immediate use. All debris and tripping hazards will be removed immediately.
- h. Contact the CCD ROCIP Safety Team if any special scaffolding issues arise.

10.3.2 Rolling Scaffolds

- a. No one is to ride on a rolling scaffold while it is being moved.
- b. All materials and tools must be secured prior to moving a rolling scaffold.
- c. No rolling scaffolds will be utilized to support other scaffolds.

10.3.3 Scaffold Planking

- a. Paint or stamp scaffold planks within 12” on each end or edge to denote use for scaffold decking only.
- b. Use only 2” X 10” or 2” X 12” scaffold grade material for scaffold planking.

10.3.4 Scaffold Tagging

The most effective means of communication between the scaffold builder and the scaffold user is a scaffold tag. The tagging procedures are as follows:

- a. The crew that erects the scaffold must complete and attach the appropriate scaffold tag.
- b. The scaffold tag must be placed at eye level on or near the access ladder, so it is easy to locate and plainly visible.
- c. If the scaffold needs to be altered in any way, the person who signed the tag must be contacted to authorize the change and re-tag if necessary.
- d. An untagged scaffold must not be used.
- e. Scaffolds shall be inspected and documented by a competent person before each shift. Scaffolds passing inspection shall have a green tag applied with the date of inspection and the inspector’s signature.
 - A green "Scaffold Use" tag shall be used for pre-shift inspections. Note: This tag shall be attached by the qualified person upon completion of the scaffold erection.
 - A yellow tag is completed and attached to scaffolds that cannot be erected with all the components complete. The yellow tag allows the erecting crew to note what portion of the scaffold is incomplete and cautions the user. A yellow tag also informs the user fall protection may be required.
 - A red tag means the scaffold is being dismantled not yet completely erected or for some reason not safe and shall not be used.

10.4 Scissor Lifts

Fall protection inside scissor lifts may be required by the manufacturer or the Contractor. “Required” is when the word “shall” or “must” is incorporated in the manufacturer’s operator’s manual and/or instructions. The scissor lift should not be used as a means of transfer material from the lift to another location. Employees shall always stand firmly on the floor of the scissor lift work platform and shall not sit or climb on the edge of the rails or use planks, ladders, or other devices to elevate themselves within the basket. The area below shall be demarcated in the case of overhead hazards.

Scissor lifts must be inspected prior to each shift by the operator using the lift. This will be documented on a standard inspection form supplied by contractor who is responsible for having the lift on the project. Daily inspection records shall be available for review with the lift for the duration of the work shift and maintained for duration of project.

NOTE: Scissor lifts cannot be moved or driven to another location without lowering the work platform first. Short movements for positioning the lift are exempted.

10.5 Mobile Elevating Work Platforms (MEWP- formerly Aerial Lifts)

A full body harness and lanyard shall be worn by persons working in MEWP and the fall protection system shall be attached to the manufacturer's approved anchorage point on the boom or basket of an aerial lift. It is the responsibility of the user to review the manufacture's operator's manual for approved tie-off locations.

- a. Fall protection shall not be secured to an adjacent pole, equipment or structure when work is being performed from the basket of the aerial lift.
- b. Employees shall always stand firmly on the floor of the basket and shall not sit or climb on the edge of the basket or use planks, ladders, or other devices.
- c. The area below shall be demarcated in the case of overhead hazards.
- d. MEWPs must be inspected prior to each shift by each operator using the lift. This will be documented on a standard inspection form supplied by the contractor who is responsible for the Boom Lift. Daily inspection records shall be available for review with the lift for the duration of the work shift and maintained for the duration of the project.

NOTE: Boom lifts/aerial lifts cannot be moved or driven to another location without lowering the basket first.

10.6 Floor and Roof Openings

Floor and roof hole covers shall be installed and maintained by the Contractor creating the hole. In the event a Contractor alters or removes a hole cover to complete work, they shall replace it, or make it safe, prior to leaving the work area. The covers must be capable of supporting twice the maximum intended load, secured against displacement or lifting, and labeled as a "hole" or "cover".

10.7 Ladders

The purpose of this policy is to establish minimum expectations for personnel working with portable ladders. This policy applies to all work performed by Contractor's and their Subcontractors including, but not limited to the following activities: construction, installation, demolition, remodeling, relocation, refurbishing, testing, servicing or maintenance of equipment or machines, and any time ladders are required.

10.7.1 Fall protection

All personnel using fall protection must be properly trained. If a job being performed on a ladder is rendered more hazardous using personal fall protection, then the employee must:

- a. Ascend/descend the ladder, maintaining at least three points of contact with the ladder at all times
- b. Maintain their center of gravity between the rails while performing work on the ladder
- c. Always face the ladder while working or ascending and descending

10.7.2 General Requirements

- a. **Only Class 1A or 1AA fiberglass and wood ladders are allowed on site.** Metal ladders (other than fixed building ladders) are prohibited on the CCD Project.
- b. Use a ladder for its intended purpose ONLY.
- c. Inspect ladder prior to use according to manufacturer's recommendations.
- d. Tag and dispose of defective ladders immediately.
- e. Identify every ladder with company name.

10.7.3 Usage

- a. Ladders shall be used only on stable and level surfaces. All ladders must have slip resistant feet.
- b. Ladders placed in any location where they can be displaced by workplace activities or traffic, such as in passageways, doorways, or driveways, shall be secured to prevent accidental displacement.
- c. The area around the top and bottom of a ladder shall be kept clear and shall not be used for storage of unattended materials.
- d. The top of a straight ladder shall be placed with the two rails supported equally, unless it is equipped with a single support attachment.
- e. Straight/extension ladders shall extend a minimum of 3 rungs or 36" above the surface to be accessed and shall be secured. Where supplying long-term access, walk through extensions with self-closing gates must be used.
- f. Folding step ladders shall ONLY be used in the fully open position, with spreaders locked.

10.7.4 Storage

- a. Ladders are to be stored in a secure manner that will not allow them to fall.
- b. Storage methods:
 - Chained together upright
 - Laid down flat stacked in a manner so they cannot tip/fall. Maximum of 4 stacked on top. (Head to toe)
 - On supported wall racks designated for ladder storage
- c. When shift work is complete, the ladders will be returned to a designated storage area.

10.7.5 Job Built Ladders.

Job built ladders shall comply with ANSI A14.4 – Safety Requirements for Job Made Ladders

10.8 Excavations and Trenching

Excavation and trenching are among the most hazardous construction operations. Excavations are defined as any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. A trench is defined as a narrow underground excavation that is deeper than it is wide and is no wider than 15 feet.

Contractors shall never enter an unprotected trench. **Trenches 4 feet deep or greater require a protective system.** Refer to OSHA 29 CFR 1926 Subpart P for soil type definitions and protective system requirements.

- a. **All soils will be classified as Type C soil** when designing protective systems, unless a geotechnical survey is conducted determining that the soil is more stable than Type C.

- A copy of the geotechnical report and letter must be present at the location of the excavation activity
- b. Regardless of soil type, the Contractor must provide a competent person with demonstrated soil classification experience to be on site during any excavation and trenching activity. The competent person shall be responsible for observing soil conditions during all phases of excavation. If the competent person determines that the soil has become less stable than the original classification determined by the geotechnical survey, they shall have the duty and authority to stop work and require that additional protective measures be implemented.

Trenches 20 feet deep or greater require that the protective system be designed by a registered professional engineer or be based on tabulated data prepared and/ or approved by a registered professional engineer.

There are different types of protective systems. Sloping involves cutting back the trench wall at an angle inclined away from the excavation. Shoring requires installing aluminum hydraulic or other types of supports to prevent soil movement and cave-ins. Shielding protects workers by using trench boxes or other types of supports to prevent soil cave-ins. When design/selecting a protective system, the Contractor must consider many factors: soil classification, depth of cut, water content of soil, changes due to weather or climate, surcharge loads (e.g. spoil, other materials to be used in the trench) and other operations in the vicinity.

Trenches must be inspected daily and as conditions change by a competent person prior to worker entry to ensure elimination of excavation hazards. Safe access and egress must be provided by the Contractor to all excavations including ladders, steps, ramps, or other safe means of exit for employees working in trench excavations 4 feet or deeper. These devices must be located within 25 feet of all workers.

Heavy equipment shall be kept a safe distance away from trench edges. Surcharge loads must be kept at least 2 feet from trench edges. **Contractors are not permitted to work under raised loads.**

Prior to beginning any excavation, digging, trenching or drilling operation, Contractors or Subcontractors, of any tier, must ensure that all underground utilities have been located and verified by the responsible parties. Testing shall be performed for low oxygen, hazardous fumes and toxic gases.

10.8.1 Underground Utility Damage Prevention Work Plan

Underground Utility Damage Prevention. The Contractor is responsible for complying with all OSHA regulations related to underground utility damage prevention. The Contractor shall take all reasonable steps necessary to make certain that all active, abandoned, or unknown utilities are identified. Such steps are to include the utilization of an individual or firm acceptable to the Contractor and knowledgeable in Subsurface Utility Engineering (SUE) techniques, and competent to perform utility designation in conformance with the National Utility Locating Contractors Association (NULCA) Standard 101 for Professions Competence Standards for Locating Technicians or other written standard acceptable to the CCD ROCIP Safety Team.

10.8.1.1 Preparation

- a. All existing underground utilities depicted on the drawings, (which include but are not limited to: power, control, and communications cables; telephone, water and sewer lines; and other utilities) are shown in their approximate locations only. Other utility lines may exist but not be depicted. It is the Contractor's responsibility

- to ensure that locations of all underground public and/or private utilities are established prior to work in the area.
- b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 - c. Protect subgrade and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary. Protect subgrade and foundation soils from softening and damage by rain or water accumulation.
 - d. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

10.8.1.2 Pre-excavation Requirements for Underground Utility Installations

- a. Prior to any excavation, the Contractor shall layout in the field the centerline of all proposed utilities. The Contractor shall white line (by white spray paint, barricade or other means acceptable to the CCD ROCIP Safety Team) the limits of construction including the area(s) to be excavated. The Contractor shall also identify the proposed placement of grounding rods and cathodic protection.
- b. The Contractor shall identify the location of existing underground utilities on as-built drawings, including any unknown or abandoned utility found during construction. The Contractor shall ensure that all utility owners/operators, and Colorado 811/Utility Notification Center of Colorado performing utility designation/location services designate/mark existing utilities within the construction limits as well as the entire path of excavation, including 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.
- c. 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 CCD 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.
- d. Contractor shall expose all utilities that it will be crossing through non-destructive mechanical excavation methods such as vacuum excavation or similar mechanical method(s) approved by the CCD ROCIP Safety Team (“potholing”) or by hand digging. When a cable is located, the Contractor shall hand-excavate a trench (5) feet each side of the exposed utility to verify that another cable is not adjacent to the exposed utility.
- e. Life threatening utilities such as gas and electrical services will be exposed through the entire length of the excavation by non-destructive methods.
 - Gas and electric lines within 25 feet of the work area shall be potholed and marked every 25 feet to verify that the line has not changed directions.
 - Gas and electric lines outside the 25 feet of the work zone will be potholed at least once on each end of the limits of the excavation to verify Underground Service Alert and the utility plans.

- Fiber-optic lines will be potholed every 25 feet within the work area.
 - Telephone/Cable lines will be potholed every 50 feet within the work area.
- f. Contractor shall continuously maintain utilities, facilities and/or systems that are or may be affected by work associated with the project. The Contractor shall provide the CCD ROCIP Safety Team with written reports on any utility damage.
 - g. 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.
 - h. 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.
 - i. All existing utilities that have been exposed during exploratory potholing or excavation must be supported to prevent stretching, kinking, or damage to the existing utility.

10.8.1.3 Excavation

- a. Preserve, protect and maintain existing operable drains, sewers, and electrical ducts during grading, excavating and backfilling operations.
- b. Excavation made with power driven equipment is not permitted within five feet of any known existing utility. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered.
- c. An observer shall be present to assist the equipment operator when operating equipment around known underground facilities and utilities. Adhere to the following during excavation:
 - All mechanized excavation shall start with 6 to 10-inch depth excavation on the surface. The equipment operator shall immediately cease operation and notify the CCD ROCIP Safety Team if utility warning tapes, sand, or bedding material is uncovered at any time during excavation.
 - All excavations within 5 feet of any pedestal, closure, riser guard, pole (with riser), meter, or other structure shall be performed by hand digging or other means such as vacuum excavating.
 - If the Contractor discovers damage, causes damage, or contacts an existing underground utility, the owner/operator of that utility, and CCD ROCIP Safety Team shall be notified immediately.
 - If there is a critical or high priority utility line in the dig area, make arrangements for the utility owner/operator to be on the job site during the excavation. If the utility owner/operator refuses to be present, document this response.
- d. The Contractor shall coordinate daily with the excavator and the excavating work crew regarding the work to be performed that day with an emphasis on the underground utility damage prevention work plan and anticipated utility crossings.

10.9 Hazardous Materials and Hazardous Waste

Hazardous materials or hazardous wastes are to be placed on spill containment pads or other secondary containment. All hazardous wastes produced by the Contractors and/or Subcontractors must be removed from the project site by a licensed hazardous waste hauler. Such loads will need to be manifested and a copy of the manifest and the return manifest must be submitted to the Project Team.

Report any release of hazardous materials or hazardous wastes promptly to 720-460-1706. If the release is of a reportable quantity, the responsible Contractor or Subcontractor, of any tier, will notify the appropriate regulatory agency. See the EPA List of Lists for chemical reportable quantities. Proper clean-up of hazardous materials waste will be done by the responsible Contractor or Subcontractor. Clean-up is to be done by properly trained personnel. Hazardous waste from the clean-up must be hauled away by a licensed hauler and disposed of at a properly permitted facility. Provide a copy of the company spill notification procedure to the CCD ROCIP Safety Team.

Depending on the hazardous materials spilled, CCD may require the responsible Contractor or Subcontractor to sample the affected site and hire a certified laboratory to analyze an appropriate number of samples to test at their laboratory. A copy of the results is to be provided to CCD. Contractors or Subcontractors, of any tier, must inspect and document their hazardous material and waste storage areas at least weekly to ensure they are properly maintained.

CCD may randomly audit the labeling and storage of hazardous material and waste and the disposal of hazardous waste to verify that all Contractors and Subcontractors, of any tier, are fulfilling their roles as responsible parties.

All hazardous materials and hazardous wastes must be properly labeled and stored until removed from the project. Consideration shall be given to chemical compatibility prior to storage of chemicals. CCD may determine after SDS review, specific chemicals may be unsuitable for use due to physical properties that may endanger the environment, CCD property, and/or create potential exposures to adjacent workers or the general public. The Contractor will be required to work with CCD to locate an acceptable replacement chemical and or process.

10.10 Spill Prevention

Contractors will store petroleum products and hazardous materials at the construction yards in safe locations employing appropriate secondary containment and control measures. Secondary containment systems can include: a bermed area lined with an impervious material to provide a minimum containment volume equal to 110 percent of the volume of the largest storage vessel contained within the berm area; double walled tanks; secondary containment pallets, etc.

The Contractor will construct these containment structures to contain spilled or leaked liquids within the structures. The volume of the secondary containment will be 110 percent of the largest storage vessel or container volume. If earthen containment dikes are used, they will be constructed with slopes no steeper than 3:1 (horizontal to vertical) to limit erosion and provide structural stability. Containment areas will not have drains. Control measures can include: updated stormwater management plans and site maps, properly stocked spill kits, and documented inspections.

The Contractor will visually inspect aboveground bulk tanks frequently and whenever the tank is refilled. Drain valves on temporary storage tanks will be locked to prevent accidental or unauthorized discharges from the tank. The Contractor will correct visible leaks in tanks as soon as possible. All fuel nozzles will be equipped with functional automatic shut-off valves. Prior to departure of any fuel tank truck, all

outlets on the vehicle will be examined by the driver for leakage and tightened, adjusted, or replaced to prevent leaking while in transit.

Routine equipment maintenance of wheel-mounted vehicles such as oil changes will be accomplished at the Contractor yards or staging areas to the greatest extent practical. Routine maintenance of track-mounted equipment will be conducted in a manner to gather all oil and other discharges and removed from the project site to a suitable recycling or disposal site.

Where required, Contractors shall provide equipment diapers and/or drip pans to protect from environmental spills. The Contractor will maintain a minimum of 20 pounds of suitable commercial absorbent and barrier materials at each Contractor yard and on fuel and service trucks to allow rapid containment and recovery of a spill. In addition, fuel trucks will be equipped with shovels and an assortment of hand tools to aid in the containment of a spill.

Equipment will not be washed on the project sites. Equipment operators will be held responsible for prompt reporting and mitigation of any fuel or lubricant spills from their equipment. Two trained personnel will be present during refueling to reduce the potential for spills or accidents. If the equipment operator is used as one of the two trained persons on the site, that person should be directly involved with the refueling process (i.e., not just sitting in the equipment) so that they can respond immediately to any overfilling.

Equipment such as large stationary pumps may be fitted with auxiliary tanks as appropriate. Such auxiliary tanks will be placed within a secondary containment structure. Refueling of dewatering pumps, generators, and other small portable equipment will be performed using approved containers with a maximum volume of 10 gallons. Alternately, a pickup truck-mounted tank (up to 300 gallons) may be used to fill the secondary fuel tanks provided the pump hose has an automatic cut-off sensor and provided the person conducting the refueling does not leave the filling location.

Before lubricants are drained from the construction equipment, a suitable containment vessel and plastic sheeting will be placed under the equipment to collect any spilled material. The Contractor will take necessary precautions to ensure that material that might accumulate on the liner does not spill on the ground surface.

The Contractor will appoint a Spill Coordinator who will be responsible for the reporting of spills, coordinating Contractor personnel for spill cleanup, subsequent site investigations, and associated incident reports.

10.11 Confined Space Entry

Confined spaces include, but are not limited to, tunnels, manholes, utility vaults, pumping stations, storage tanks, process vessels, pits, vats, vaults or similar types of enclosures with limited access and without proper ventilation. Entry into confined spaces may be for the purpose of inspection, testing of equipment, maintenance (repair and cleaning) or an emergency. The characteristics of a confined space are:

- a. A space that is large enough and so configured that an employee can enter and perform assigned work, and
- b. A space that by design that has limited openings for entry and exit; and
- c. A space not designed for continuous employee occupancy.

All confined spaces on CCD property are considered “permit-required confined spaces”. A permit-required confined space has one or more of the following characteristics:

- A potential to contain a hazardous atmosphere
- Material that can cause the engulfment of an employee
- An internal configuration that might cause an employee to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section
- Contains any other recognized serious health or safety hazard

10.11.1 Entering A Permit-Required Confined Space

Entry is defined as occurring when any part of the body passes through the opening of a confined space. Prior to entry, an entry permit should be completed and signed by the entry supervisor verifying that the space is safe to enter. The entry permit must also be posted at the entrance or otherwise made available to entrants before they enter the permit space.

The contractor must complete their internal confined space entry permit before an employee enters a confined space – this permit must be posted at or near the confined space. Permits are valid for one shift only – a new permit must be completed for the next shift. The contractors’ internal permit shall contain the following types of specific information concerning:

- a. Identification of space;
- b. Purpose of entry;
- c. Date and duration of permit;
- d. List of authorized entrants;
- e. Names of current attendants and entry supervisor;
- f. The hazards of the permit space to be entered;
- g. The measures used to isolate the permit space and eliminate or control hazards;
- h. The acceptable entry conditions;
- i. The results of atmospheric monitoring;
- j. Rescue and emergency services that can be summoned and the means for summoning those services;
- k. The communication methods used by entrants and attendants to maintain contact;
- l. Any other safety information necessary for the specific space;
- m. Any additional permits, such as for "hot work" (welding).

The entry permit is the document that certifies that the Contractor complies with the requirements of the standard for entries in permit required confined spaces. Also, the entry supervisor must close off the space and cancel permits when an assignment has been completed or when prohibited conditions exist. All new conditions must be noted on the canceled permit and used in revising the permit space program.

10.11.2 Air Monitoring

Before entering the area, the Contractor must always test for oxygen content of the air, then flammable or explosive gases or vapors, and finally toxic chemicals such as hydrogen sulfide. This sampling should be done with a remote monitor on a wand attached to the toxic gas meter. The monitor should be able to reach the lowest point in the confined space. Oxygen monitoring should be done first as the explosive gas monitor will not be accurate if there is an oxygen deficiency.

It is important to remember that some gases or vapors are heavier than air and will settle at the bottom of the confined space. Also, some gases are lighter than air and will be found around the top of the confined space. Thus, during the sampling process it will be necessary to test all areas (top, middle and bottom) of the confined space.

In sewers or other areas which are part of a continuous system where new hazards may enter at any time, continuous air monitoring must be conducted.

10.11.3 Ventilation

If the atmosphere is found to lack oxygen, or contain toxic gases and vapors, the space must be ventilated before entry. An air powered ventilator placed at the top of the opening can blow breathable air into the space. Never assume that the space is safe until it is monitored again. Ventilation shall continue while the employee is working in the space. A trained person must determine whether the air must be blown or sucked, and how the ventilation should be conducted.

The air intake should be placed in an area that will draw in fresh air only. Ventilation should be continuous where possible, because in many confined spaces the hazardous atmosphere will form again when the flow of air is stopped.

The forced air ventilation should ventilate the immediate areas where an employee is or will be present within the space and should continue until all employees have left the space.

10.11.4 Protective Equipment

Personal protective equipment shall be used to protect workers only after all other feasible means have been used to control or eliminate hazards. A full body or chest harness and a lifeline should be used when entering a confined space.

In some situations, a respirator will also be needed. A respirator will allow the employee to breathe without inhaling toxic gases or particles.

Air-purifying respirators can filter dangerous substances from the air, but they provide no protection in an oxygen deficient environment and shall not be used when working in a confined space. Only air-supplying respirators (SAR/SCBA) should be used in confined spaces that have low oxygen levels or high levels of toxic gasses.

In vertical entries, the safety harness should be attached to a retrieval device that will allow quick removal of an employee in the event of an emergency. In the event of an emergency, the attendant located on the outside should be able to initiate a rescue without entering the space.

Hard hats, safety goggles, face shields, gloves, safety boots, disposable suits, earplugs or muffs, non-sparking flashlight and tools may also be needed when entering a confined space.

10.11.5 Rescue

In order to facilitate rescue without having a rescuer enter a space, the Contractor must require the use of "non-entry" rescue, retrieval systems or methods, such as tripods and winches to lift unconscious or injured entrants out of a space that is more than five feet deep.

10.11.6 Training

Proper training, careful preparation and good judgment are essential to safe confined space entry. The Contractor is required to provide initial and refresher training to equip employees with the understanding, skills and knowledge necessary to perform the confined space entry safely.

Training must be provided to each affected employee before the employee starts performing assigned duties in confined spaces and must be certified by the Contractor. Authorized entrants, attendants, supervisors and rescuers require different levels of training according to their specific duties and responsibilities.

10.12 Silica

10.12.1 Potential Exposures

The following activities may cause crystalline silica dust to be present in the air:

- Sawing, hammering, cutting, drilling, grinding, and chipping of concrete or masonry
- Chipping, hammering, and drilling rock
- Dry sweeping or pressurized air blowing of concrete, rock, or sand dust
- Crushing, loading, hauling, and dumping rock
- Sandblasting
- Demolition of concrete and masonry structures
- Concrete mixing
- Working with ceramics, clay, and pottery

10.12.2 Safe Work Practices

The primary means of protecting workers will be using fewer toxic materials, enclosed systems, local exhaust ventilation, wet methods, and good work practices. Silica sand or other substances containing more than 1% crystalline silica will not be used for abrasive blasting. Good personal hygiene will be practiced avoiding unnecessary exposure. Eating, drinking, use of tobacco products, or applying cosmetics will not be done in areas where there is dust containing crystalline silica. If possible, employees will shower and change into clean clothes before leaving the worksite to prevent contamination of cars, homes, and other work areas.

If Contractor shall use OSHA 1926.1153(c)(1) or the following measures to reduce exposure to crystalline silica in the workplace:

- a. Wet down the dust at the point of generation.
- b. Install local exhaust ventilation to prevent dust from being released into the air.
- c. During rock drilling, flow water through the drill stem.
- d. Install dust collection systems onto machines or equipment that generated dust.
- e. Use concrete/masonry saws that provide water to the blade. Water may be used to suppress dust produced by pneumatic, hydraulic, or gasoline-powered saws. Water is typically applied to the blade through one or two nozzles to suppress dust emissions. Water may be supplied from a portable pressurized tank or a hose. The recommended flow rate is 0.5 liters (17 ounces) of water per minute to suppress dust. Less water will not be as effective.
- f. When using vacuum cleaners, the vacuum should have the following features:

- g. Enough flow rate to capture the dust and transport it to the vacuum source. One study showed that an air flow rate of 70 cubic feet per minute (cfm) was required to achieve effective dust control.
 - i. High-efficiency particulate air (HEPA) filter to reduce the chances of releasing dust containing RCS from the vacuum into the worksite.
 - ii. A pre-filter or cyclone to increase the length of service of the HEPA filter.
 - iii. A filter replacement indicator, such as a pressure gauge. If the vacuum cleaner does not have a pressure gauge, workers can monitor the air flow by checking to see if a dust plume is escaping from around the shroud.
 - iv. The ability to clean and replace filters and full collection bowls or bags without exposing the operators to dust.
 - v. A motor that draws at least 10 amps.

NOTE: The above measures will be required to protect the general public, adjacent workers and CCD facilities as necessary.

10.12.3 Air Monitoring

The Contractor will inspect each work operation to determine if employees are exposed to silica above the PEL. Indicators that an evaluation of employee exposure should be undertaken include:

- a. Information or observation which would indicate employee exposure to silica.
- b. Employee complaint of symptoms which may be attributed to exposure to silica.
- c. Change which may result in an increase in the airborne concentration of silica.

The Contractor will conduct air monitoring to measure worker exposures and ensure that engineering controls and respiratory protection are providing adequate protection. Air monitoring information will be made available to workers and CCD ROCIP Safety Team. If employees are exposed to silica in excess of the PEL, monitoring will be repeated quarterly.

10.13 Electrical

- a. Only qualified electricians may perform electrical work.
- b. Temporary electrical service shall be installed and maintained to conform to all 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).
- e. When using permanent power, a GFCI "pigtail" device will be required between the power source and the extension cord.
- f. Flexible temporary cord and light sets shall be hard service or junior hard service usage for construction as specified in NEC Table 400.4.
- g. Non-metallic sheathed cable shall not be used for temporary service on the project.
- h. Temporary power cords of any size shall not be spliced.
- i. Extension cords shall not be plugged into each other to increase length, if power is needed further than the length of the cord, another power supply should be provided.
- j. Electric wire and flexible cord passing through work areas shall be protected from damage (including that caused by foot traffic, vehicles, sharp corners, protections, and pinching).

- k. Flexible cords and cables passing through holes shall be protected by bushings or fittings.
- l. Temporary electrical distribution systems and devices shall be checked and found acceptable for polarity, ground continuity and ground resistance before initial use and before use after modification.
- m. Temporary power boxes and GFCI's shall be tested monthly and documentation of tests for each device shall be made available upon request.

10.13.1 Lock-Out Procedures

The procedures used for energy isolation, be it electrical, mechanical, hydraulic, pneumatic or other types need to be both uniform and coordinated. Therefore, the ROCIP has adopted the following procedures which must be communicated to Contractors, Subcontractors, and employees. Make sure they are aware of, understand, and follow these lock-out procedures and cooperate with other Contractors who require a lock-out that involves your work. Note that the ROCIP requires the use of lock-out energy isolation devices (that is, using padlocks) throughout this project. Tag-outs (simply tagging the switch, valve, etc.) will not be used unless prior approval is provided by the CCD ROCIP Safety Team.

10.13.1.1 Individual Lock-out Procedures

This procedure is used in the event power is either interrupted or restored unexpectedly. If interrupting or restoring power unexpectedly will endanger an employee of any other Contractor, including your own Subcontractors, use the steps in the Complex Lock-out Procedures that follow. Only an authorized employee shall perform the following steps:

- a. Notify affected employees of the lock-out and the reason for it.
- b. Shutdown the affected equipment in a manner consistent with good operating practices.
- c. Verify that the equipment or system is inoperative by trying to operate it, etc.
- d. Shutdown the power at the switch, valve, etc., that will be locked. Be certain the correct device or devices to shut down and lock were located.
- e. Safely dissipate any stored energy in pressure lines, flywheels, capacitors, etc., consistent with good operating practices.
- f. Lock the switch, valve, etc., using a padlock with only one key. Make sure the company name is on the lock.
- g. Complete and place on the lock a standard lock-out warning tag indicating what power source was shutdown, the date of the shutdown, authorized employee's name, and the company's name.
- h. Verify that the equipment or system is inoperative by trying to start it. (Do not forget to turn all controls back to their off or neutral position).
- i. Complete and file on site a Lock-Out Documentation form
- j. When power is ready to be restored, replace all missing guards. Ensure that no one will be endangered by power restoration prior to removing the lock.
- k. After removing the lock, remove and properly destroy the warning tag. (Tags and their attachment devices are not to be reused unless designed for reuse).

10.13.1.2 Complex Lock-out Procedures

This procedure must be used when one or more employees of another Contractor or Subcontractor may be exposed to danger in the event power is either interrupted or restored unexpectedly. Only an authorized employee shall perform all 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.

- a. Notify all affected employees of the lock-out and the reason for it.
- b. Shutdown the affected equipment in a manner consistent with good operating practices and have each affected Contractor and Subcontractor do likewise.
- c. Verify that the equipment or system is inoperative by trying to operate it and have each affected Contractor and Subcontractor do likewise.
- d. Shutdown the power at the switch, valve, etc., that will be locked. Be certain the correct device or devices to shut down and lock were located.
- e. Safely dissipate any stored energy in pressure lines, flywheels, capacitors, etc., consistent with good operating practices and, as necessary, have each affected Contractor and Subcontractor do likewise.
- f. Place a chain or lock-out device on the switch, valve, etc., that will be locked.
- g. Place a chain or lock-out device using a padlock with only one key. Make sure the company's name is on the lock.
- h. Once all the valves and switches are locked out, place all the keys for all the locks in the group lock-out box.
- i. The authorized employee then places a group lock-out device (Christmas tree) on the hasp and places their lock on the group lock-out device. Each employee must place their personal lock, with their name on the lock, on the group lock device.
- j. Complete and place on the lock a standard lock-out warning tag indicating what power source was shutdown, the date of the shutdown, authorized employee's name, and the company's name.
- k. Verify that the equipment or system is inoperative by trying to start it and have each affected Contractor and Subcontractor do likewise. (Do not forget to turn all controls back to their off or neutral position).
- l. Complete and file on site a Lock-Out documentation form.
- m. When power is ready to be restored, replace all missing guards. Each affected employee must remove their lock when their work is completed. The authorized employee then removes their lock and removes the keys from the lock box and begins to restore the equipment to working condition. As the originator of the lock-out, the authorized employee will always remove their lock last. This is only after it has been determined that no one will be endangered by power restoration.
- n. Restore power.
- o. After removing the lock, remove and properly destroy the warning tag. (Tags and their attachment devices are not to be reused unless designed for reuse).

10.13.1.3 General Lock-out Information

- a. Padlocks, hasps, tags, and other lock-out devices must be durable enough to withstand the environment to which they will be exposed.

- b. Locked-out switches, valves, etc., must not be operated regardless of the circumstances.
- c. Only the employee, who placed the lock on the switch, valve, hasp, etc., can remove it. Anyone who removes or defeats another's lock-out is subject to removal from the project site.
- d. Locked-out switches, valves, etc. must be inspected at the beginning of each shift to ensure that the locks and tags are still in place.

10.13.2 Energized Electrical Work

Work on Energized Equipment is not permitted. If there is no other way for the work to be performed, an Arc Flash Hazard Analysis must be conducted by a qualified person and verified by a third-party electrical engineer.

10.14 Steel Erection

Steel erection requires compliance with the following:

- a. 100% fall protection provisions, such as lifeline attachments, dynamic fall restraints and other such devices shall be considered during shop drawing preparation and incorporated into fabricated pieces. The use of a Controlled Decking Zone (CDZ) is not permitted to be used as a primary fall protection method. CDZ can be used in combination with conventional fall protection methods (PFAS)
- b. Lifelines or other fall protection devices shall be attached prior to erection where possible.
- c. Employees of Contractors and Subcontractors, of any tier, must comply with the fall protection requirements covered earlier in this section.
- d. The running length of wire rope protection, when used for perimeter protection, shall not exceed two bay widths or 24 feet, and will be equipped with support stanchions every 8 feet to maintain the required deflection.
- e. A turnbuckle may be installed for maintenance of the perimeter protection to keep tight: a minimum of 3 Crosby clamps will be installed and torqued to specification. The use of lap joints is prohibited.
- f. When Christmas Treeing, only 3 pieces shall be allowed, and a multiple lift rigging assembly shall be used.
- g. The Contractor shall not erect steel unless it has received written notification that the concrete in the footings, piers and walls or the mortar in masonry piers and walls has attained, on the basis of an appropriate ASTM standard test method of field-cured samples, either 75 percent of the intended minimum compressive design strength or sufficient strength to support the loads imposed during steel erection.
- h. Pre-planning shall be conducted and documented for landing deck bundles and installing the perimeter protection for interior/exterior fall hazards.
- i. All columns shall be anchored by a minimum of 4 anchor rods (anchor bolts).
- j. All columns shall be evaluated by a competent person to determine whether guying or bracing is needed; if guying or bracing is needed, it shall be installed.
- k. Anchor rods (anchor bolts) shall not be repaired, replaced or field-modified without the approval of the project structural engineer of record. Prior to the erection of a column, the Contractor shall provide written notification to the steel erector if there has been any repair, replacement or modification of the anchor rods (anchor bolts) of that column.

- I. Conduct and document appropriate pre-task planning and a job hazard analysis for all steel erection. Keep this documentation on site for review by the CCD ROCIP Safety Team.

10.15 Welding and Cutting

Recommended and required (where indicated) safe practices:

- a. A welder shall wear:
 - i. Safety steel-toed boots, preferably high-top ones because low-cut boots and shoes put you at a higher risk of catching slag that is hot. (Required)
 - ii. Helmets or any other head gear to protect from sharp and falling objects. (Required)
 - iii. Goggles or helmets to protect your eyes from the transmission of radiant energy being emitted by the welding tool. (Required)
 - iv. Hearing protection as necessitated by noise levels.
 - v. Respirators to prevent inhalation of hazardous fumes, dust and gases as necessitated by exposures.
- b. A welder shall remove flammable clothing and should wear protective gear to shield their entire body using the following examples:
 - i. Aprons that are made from flame-resistant material.
 - ii. Greater protection can be obtained from reflection under the face shield if clothing with the dark colors are worn. Clothing made of wool is also preferred over clothing made of cotton because wool can resist deterioration better than cotton. Pants should not have pockets on the front that may catch sparks.

10.15.1 Electric Arc Welding

- a. Screens, shields, or other safeguards should be provided for the protection of men or materials, below or otherwise exposed to sparks, slag, falling objects, or the direct rays of the arc.
- b. The welder shall wear approved eye and head protection. Workers assisting the welder shall also wear protective glasses, head protection and protective clothing.
- c. Adequate exhaust ventilation shall be maintained at all welding and cutting work areas.
- d. Electric welding equipment, including cables, shall meet the requirements of the National Electric Code.
- e. All arc welding and cutting cables shall be of the completely insulated flexible type capable of handling the maximum current requirements of the work.
- f. Cables in need of repair shall not be used.
- g. Welding leads shall not be repaired with tape or by any other means.
- h. Leads shall be inspected before each use, leads in need of repair will be tagged "do not use" and taken off the project site at the end of the day's work shift.
- i. The frames of all arc welding and cutting machines shall be grounded either through a third wire in the cable connecting the circuit connector or through a separate wire which is grounded at the source of the current. All ground connections shall be inspected to ensure that they are mechanically strong and electrically adequate for the required current.
- j. Welding practices shall comply with all applicable regulations.

10.15.2 Gas Welding or Cutting

- a. All hose used for carrying acetylene, oxygen or other fuel gas shall be inspected at the beginning of each working shift. Defective hose shall be removed from service.

- b. Oxygen cylinders and fittings shall be kept away from oil and grease. Oxygen shall not be directed at oily surfaces, greasy clothes or hands.
- c. Regulators, gauges, backflow check valves, and torches shall be kept in proper working order.
- d. Appropriate personal protective equipment, such as burning glasses, shields, and/or gloves shall be used. Adequate exhaust ventilation shall be maintained at all welding and cutting work areas.
- e. All oxygen/acetylene setups shall have a "flashback" arrestor check valve at the regulators, not at the torch head.
- f. Check valves shall be tested for proper function at least every six months and documentation of the test shall be readily available upon request.

10.16 Compressed Gas Cylinders

- a. When gas cylinders are stored, moved, or transported, the valve protection cap shall be in place. All cylinders must be thoroughly inspected for defects, damage, and deficiencies prior to acceptance to the worksite.
- b. All workers inspecting, handling, and using compressed gas cylinders must have completed training as required by OSHA.
- c. When cylinders are hoisted, they shall be secured in an approved cage or basket. The valve cap shall never be used for hoisting. All cylinders shall be stored, transported, and used in an upright position. If the cylinder is not equipped with a valve wheel, a key shall be kept on the valve stem while in use.
- d. Cylinders should be transported using hand trucks designed for that purpose.
- e. Gas cylinders shall be properly secured at all times to prevent tipping, falling or rolling. They can be secured with straps or chains connected to a wall bracket or other fixed surface, or by use of a cylinder stand.
- f. Oxygen cylinders (empty or full) in storage should be separated from fuel-gas cylinders and combustible materials by a minimum distance of 20 feet or by a barrier at least 5 feet high having a fire-resistance rating of at least one-half hour.
- g. Full and empty cylinders of all gases should be stored separately and identified by signs to prevent confusion.
- h. Close valves on empty cylinders and mark the cylinder "empty" or "M.T."
- i. At the end of each work day or if work is suspended for a substantial period of time, compressed gas cylinder valves shall be closed, regulators removed and properly stored.
- j. Cylinders containing oxygen, acetylene, or other fuel gas shall not be taken into confined spaces.
- k. Cylinders containing oxygen, acetylene, or other fuel gas shall be stored in designated areas outside the structure.
- l. No one shall use a cylinder's contents for purposes other than those intended by the supplier.
- m. Always use the proper regulator for the gas in the cylinder. Always check the regulator before attaching it to a cylinder. If the connections do not fit together readily, the wrong regulator is being used.
- n. Before attaching cylinders to a connection, be sure that the threads on the cylinder and the connection mate are of a type intended for the gas service.
- o. Do not permit oil or grease to come in contact with cylinders or their valves.
- p. Wipe the outlet with a clean, dry, lint-free cloth before attaching connections or regulators. The threads and mating surfaces of the regulator and hose connections should be cleaned before the regulator is attached.

- q. Attach the regulator securely before opening the valve wide. Always use a cylinder wrench or another tightly fitting wrench to tighten the regulator nut and hose connections.
- r. Open cylinder valves SLOWLY. Do not use a wrench to open or close a hand wheel type cylinder valve. If it cannot be operated by hand, the valve should be repaired.
- s. Stand to the side of the regulator when opening the cylinder valve.
- t. Do not attempt to repair cylinder valves or their relief devices while a cylinder contains gas pressure. Tag leaking cylinders or cylinders with stuck valves and move to a safe, secure outdoor location.

10.17 Hot Work Permits

Hot work operations include tasks such as welding, brazing, torch cutting, grinding, and torch soldering. These operations create heat, sparks and hot slag that have the potential to ignite flammable and combustible materials in the area surrounding hot work activities. In addition to the Contractor's Hot Work Permit, a permit must also be obtained from the Denver Fire Department and all provisions adhered to.

General Guidelines

- a. Work should be performed using alternative methods other than hot work whenever possible.
- b. Hot work should be performed in designated hot work rooms whenever it is practical.
- c. A Hot Work Permit is valid for one day and one area and shall be posted in the area of hot work for the duration of the activity.
See Appendix N for Sample Hot Work Permit
- d. A copy of every permit shall be maintained onsite and readily available for review.
- e. Hot Work Permit must be completed daily for each work area and posted in the area where hot work is to be performed. All hot work permits will be closed out at the end of the day and kept for 30 days.
- f. Employees who perform hot work operations must always obtain a Hot Work Permit before beginning hot work.
- g. A Fire Watch is posted to monitor the safety of hot work operations and watch for fires.
- h. Fire Watches are posted if the situation requires one, during hot work, and for at least 30 minutes after hot work has been completed. Any employee who has successfully completed hot work safety training can serve as the Fire Watch.
- i. All flammable and combustible materials within a 35-foot radius of hot work must be removed. When flammable and combustible materials within a 35-foot radius of hot work cannot be removed they must be covered with flame retardant tarps and a fire watch must be posted.
- j. Floors and surfaces within a 35-foot radius of the hot work area must be swept free of combustible dust or debris.
- k. All openings or cracks in the walls, floors, or ducts that are potential travel passages for sparks, heat and flames must be covered.
- l. Two fire extinguishers (minimum 10 lbs. each) of the appropriate type must be readily available and accessible with at least one being within reach of the worker performing the welding, cutting or brazing activity.
- m. Entire building smoke detection and alarms systems may not be shut down. Instead smoke detectors in the area of hot work may be covered for the duration of hot work to prevent false alarms.

- n. Automatic sprinkler systems may not be shut down to perform hot work. Instead, individual sprinkler heads in the area of hot work may be covered with a wet rag to prevent accidental activation.
- o. Adjacent workers, the general public, and CCD facilities must be protected during hot work.
- p. The contractor is required to adhere to their respiratory program PPE requirements and SDS identified hazards for PPE selection.

10.18 Fire Prevention and Protection

- a. Open fires are prohibited.
- b. Subcontractors performing torch-applied roofing operations must submit NRCA (National Roofing Construction Manager Association)-recognized CERTA (Certified Roofing Torch Applicator) training documentation for each of their personnel involved in such operations prior to those personnel commencing work on the project.
- c. Locations for storage of all fuels, lubricants, starting fluids, etc., shall be reviewed by CCD ROCIP Safety prior to use by Contractor for storage and shall conform to the requirements of the NFPA as well as the local Fire Marshal. Plastic containers are not permitted per OSHA specification.
- d. Storage of fuels shall be away from ignition sources
- e. Only containers approved by Underwriters Laboratories, Factory Mutual or DOT, and clearly labeled to identify contents shall be used for transporting or storing flammable or combustible liquids. Metal safety cans with self-closing spouts and flash arresters are required for the storage, handling, and transporting of flammable and combustible liquids.
- f. Smoking is not permitted within building structures or work areas.
- g. Flammable or combustible liquids or gases shall not be stored inside any building unless approved by the Program 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 firefighting assistance, call 911. Immediately report all fires (even those that have been extinguished) to the CCD ROCIP Safety Team.
- r. Replace or recharge temporary firefighting and fire protection equipment immediately after use. Also report to the CCD ROCIP Safety Team (within eight hours) any discharge of firefighting equipment.

10.19 Powder Actuated Tools

Powder actuated tools are prohibited unless expressly allowed by contract or CCD grants a variance. **NOTE:** Typically, variances will NOT be granted when security is an issue.

Contractors/Subcontractors, of any tier, shall ensure that employees using powder actuated tools be certified by the manufacturer's representative prior to use. Certification cards must be available for immediate inspection if requested.

Contractors/Subcontractors using powder actuated tools shall ensure that all cartridges, whether used, not used or misfired, have been picked up and removed from the work area. Powder actuated tools shall not be left unattended while loaded. If found unattended and loaded, the operator shall be subject to removal from the project. All cartridges must be accounted for whether used or unused.

The use of hardhat, safety glasses, full face shield and hearing protection shall be used while operating a powder actuated tool. Signs shall be posted in areas where powder actuated tools are in use.

10.20 Traffic Control

All work shall be planned well in advance to keep traffic obstructions, public inconvenience and lost work time to a minimum. Flaggers must be certified and are required:

- a. Where workers or equipment intermittently block a traffic lane;
- b. Where plans or permit allow the use of one lane for two directions of traffic (one person is required to direct vehicles for each direction of traffic); and
- c. Where the safety of the public and/or workers determines there is a need.

Traffic control plans in place for public roadways must be inspected and documented daily to ensure the protection is being maintained.

10.21 Personal Protective Equipment

All employees and visitors to the project site must use the protective equipment prescribed by local, state, federal, and project rules and regulations. It is the intent of ROCIP to control or minimize exposures that will or could lead to illness or injury.

All personnel on the construction site must adhere to the following PPE policies.

10.21.1 Eye Protection

- a. ANSI Z87.1 safety glasses with side shields shall always be worn while in the work area.
- b. Wearers of contact lenses must also wear appropriate eye and face protection devices in a hazardous environment. It should be recognized that dusty and/or chemical environments may represent an additional hazard to contact lens wearers. Hazardous environments may include but are not limited to those in which a respirator may be required or where welding is being performed.
- c. Where appropriate, contact lenses may be worn if approved by both the Contractor and the employee's physician. These approvals are to be documented and kept in the Contractor's file on site.
- d. If the task requires an employee to wear goggles, basic eye protection should not be worn since a good seal cannot be obtained.
- e. When Contractors' or Subcontractors' employees are exposed to flying particles, splashes, mists, etc., they must wear an approved face shield as well as basic eye protection (since a face shield provides only protection to the face and eyes from direct impact objects).
- f. When welding, a welding hood as well as both basic eye protection and a hard hat must be worn. This is to protect employees from hot slag when the hood is raised and from overhead work exposures.

10.21.2 Head Protection

- a. All project work areas are considered "hard hat areas".
- b. Everyone, including delivery personnel, vendors and visitors must wear approved hard hats while on the project. Hard hats are not required in construction parking lots and office trailers.
- c. Employee's first, last name, Contractor/Subcontractor company names are to be displayed on the front of all employee hard hats that are issued to their employees.
- d. Employees must also have an official ROCIP project-specific sticker on their hardhat, indicating that they have successfully completed safety orientation and pre-project drug testing. This is confirmed and issued by the Contractor.

10.21.3 Hearing Protection

- a. Contractors, Subcontractors, vendors, and visitors shall be required to wear hearing protection when working in or passing through high noise areas. It shall be the responsibility of the Contractor or Subcontractor to provide the hearing protection for their staff and document that training is provided. In addition, employees shall be issued or made readily available hearing protection such as but not limited to disposable ear plugs with an NRR 30.
- b. The Contractor's safety representative or designee will monitor work areas to recognize and post high noise areas.

10.21.4 Foot Protection

- a. All workers must wear at least a 6" safety or steel-toe boot. Footwear must at a minimum conform to ASTM F2413-11.
- b. No one is permitted to wear sneakers (including ANSI approved sneakers), tennis shoes or athletic shoes of any type, sandals, high heels or flip flop thongs on this project.

- c. Any work tasks requiring special footwear requires a PPE hazard assessment to be completed. This may include the need for additional protections such as: metatarsal impact protection (Mt), conductive properties (Cd), electrical hazard (EH), static dissipative (SD), puncture resistance (PR), or to meet another ASTM standard.
- d. Metatarsal covers are required for operating jackhammers, earth compacting equipment (jumping jacks), and other similar activities when designated.

10.21.5 Clothing

- a. Clothing suitable for the weather and your work shall be worn. Torn or loose clothing, cuffs, jewelry or neckwear that may be a hazard are not allowed. Shirts shall be worn and have sleeves measured at least four inches from the shoulder seam. Pants shall be worn- no shorts allowed.
- b. Clothing shall be maintained in a clean, neat and repaired fashion. Clothing and personal protective equipment shall not exhibit any form of inappropriate or profane drawing, photographs, or language (foreign or English) related to sex, race, national origin, gang related, or that reflects personal opinions.
- c. All employees working with electrical energy must be protected by clothing covered by NEC 70 E.
- d. Shoulder length or longer hair must be tied back and put under the hard hat or worn in a hair net.
- e. High visibility/reflective vests, shirts or jackets shall be worn by all personnel working in all construction areas. The high visibility/reflective PPE must meet the requirements of ANSI/ISEA 107-2015 publication entitled "American National Standard for High Visibility Safety Apparel and Headwear" or equivalent revisions and labeled as meeting the ANSI/ISEA 107-2015 standard performance for Class 2 or 3 risk exposure for the respective project sites.
 - Exception: Workers who are welding, cutting or brazing are exempt from wearing a high visibility vest while performing the task, however once completed and moving about the project, the high visibility vest shall be worn.

10.21.6 Hand Protection

The Contractor is required to implement a 100% glove policy for the project. During the pre-project hazard analysis or JHA development, hand protection shall be selected based upon the hazard and performance characteristics of the glove. Gloves must be available and worn by Contractor employees performing a task:

- a. When materials with sharp edges are exposed or being handled such as but not limited to:
 - Sheet metal siding, roofing, etc.;
 - Metal materials, such as Unistrut and all thread rods;
 - Tie-wire;
 - Metal floor grating;
 - Wire rope;
 - Metal studs;
 - Metal ductwork;
 - Metal light fixtures;
 - All metal material which has the potential to inflict a cut/laceration;
 - Handling of glass;

- Cutting operations involving handheld, non-power operated cutting tools,
 - Handling of wood materials such as, plywood sheeting on floors, scaffolds, unloading and loading of any wood type, movement and transfer of wood;
 - During the use of utility knives, razors or knives of any kind;
 - While pulling wire in and around electrical panels.
- b. When performing the following tasks:
- Concrete operations where hands are exposed to power and trowel operations;
 - Cleaning chutes used for delivery of cement; concrete removal operations;
 - During the use of impact tools Anti-Vibration Gloves shall be used such as, hammers to chip concrete, jackhammers, fence post drivers, compactors or jumping jacks;
 - Working on or near materials affected by extreme temperatures such as items in excess of 60 degrees centigrade, items below 0 degrees centigrade;
 - While working with hazardous materials such as caustics, corrosives, oxidizers, solvents, paints, adhesives, and petroleum products;
 - Workers involved with the removal and handling of trash.
 - Whenever an MSDS suggests or requires the use of hand protection to avoid skin contact.

Exceptions to the 100% glove policy are:

- a. In cases where gloves may present a greater hazard, the Contractor shall submit in writing justification for working without this protection.
- b. Anytime equipment or manufacturers manual states the use of gloves presents a greater hazard.
- c. Moving machinery where gloves can become entangled or caught between.

10.21.7 Respiratory Protection

Respirators should be used for protection only when engineering controls have been shown to be infeasible for the control of the hazard or during the interim period when engineering controls are being installed.

10.22 Motor Vehicles & Equipment

10.22.1 Personal Vehicles

- a. Must be parked in designated areas that are free of construction activities, at least 200' away from active work areas.
- b. Personal vehicles are prohibited from accessing the project. If parked on-site without authorization, they shall be removed at the vehicle owner's expense.
- c. Approved routes will be limited and appropriately marked.

10.22.2 Jobsite Vehicles & Equipment

- a. All equipment shall be inspected daily before use by each operator. All moving construction equipment (such as but not limited to forklifts, scissor/boom lifts, loaders) shall have a daily written checklist inspection available during each work shift. Equipment that does not pass all checklist items will not be operated on site until repaired by qualified personnel.

- b. Defective equipment shall be repaired or removed from service immediately. If removed from service, a “red tag” shall be attached with an explanation of the defect and the date and name of the individual placing the equipment out of service.
- c. All Contractors’ operators of construction equipment shall be properly licensed (where required), certified and classified as a competent person for that equipment. Copies of the certifications (and licenses if required) shall be maintained on project site by Contractor and made available upon request.
- d. Vehicles used to transport employees shall have seats firmly secured and adequate for the number of employees to be transported. All passengers shall be properly seated with seatbelt used. Standing/kneeling on the back of moving vehicles or equipment is prohibited.
- e. Drivers of motor vehicles and equipment shall have a valid state driver’s license (CDL- Commercial Driver’s License when applicable) and be instructed to exercise good judgment as well as observe posted speed limits.
- f. Drivers must operate appropriately for existing weather conditions. This may require speeds below the posted speed limit.
- g. All Contractors’ means of ingress and egress shall be adequately marked and kept clear of stored material, debris and equipment.
- h. Pedestrians always have right-of-way over motorized traffic.
- i. Horns shall be sounded at blind corners, when passing, when backing up, and/or for warning.
- j. Established hand signals or turn signals are to be used.
- k. The use of cellular telephones, PDA’s or other wireless devices (collectively referred to as “wireless devices”) while operating motor vehicles and mobile equipment on projects site(s) is prohibited.
 - Communication devices in vehicles for constant use for access control and emergency response purposes are exempted from this policy.
- l. Reckless driving or other non-observance of these instructions will be cause for withdrawal of driving privileges on the project.
- m. Speed limits on the project site and haul roads acceptable to the CCD ROCIP Safety Team will be posted by the Contractor. Violations of the posted speed limit or traffic control devices may be cause for removal from the project site.
- n. All vehicles permitted access to the site shall display the name of their company on the side, front or rear of the vehicle at all times while on the project. The company name or identification shall be visible and legible from 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. Golf carts, Kawasaki Mule buggies, John Deere Gators, or vehicles of such type must have Roll over protection that has been designed by the manufacturer, an orange flag for visibility, a horn, back up alarm and a seat belt installed before the vehicle is allowed on site.
- q. Motorcycles and bicycles are not permitted on the project site.

10.23 General Rules

Good conduct is essential to the common good of all employees and the speedy progress of the job. Undesirable conduct including, but not limited to the following will not be tolerated and employees will be subject to removal from project:

- a. Unauthorized possession of any project property or material
- b. Possession of or use of intoxicants on premises, regardless of source
- c. Engaging in disorderly conduct
- d. Gambling, including sale of chances
- e. Fighting on project premises
- f. Failure to wear or use required safety equipment
- g. Failure to observe safety, sanitary or medical rules and practices
- h. Illegal possession or use of narcotics or non-prescribed tranquilizers or pep pills on premises, or attempting to bring them on job site
- i. Possession or use of firearms, weapons, or explosives is expressly prohibited on the project premises
- j. Willful defacing or damaging of equipment, tools, material or other property of the project or Contractors.
- k. Offensive language is prohibited.

Contractor and Subcontractor employees are required to report unsafe behaviors and conditions to their supervisor. When possible, employees shall correct hazards immediately. Employees should look out for their fellow worker and advise them to work safely, assisting them if necessary. Employee suggestions for improved safety performance are encouraged.

10.24 Housekeeping

- a. Materials shall be piled and stacked so that safe clearances are maintained, and toppling is prevented.
- b. Spillage of fuel, oil or hazardous materials shall be reported to the CCD ROCIP Safety Team. Spills shall be cleaned up or contained immediately. The Contractor must have a Spill Cleanup Kit available on site. On-site disposal of oil or hazardous material is prohibited.
- c. Trash and garbage shall be placed by the Contractors into appropriate containers. Debris is to be cleaned up daily. This project will have a "clean-as-you-go" policy. The Contractor is responsible for monitoring this policy and pursuing any Subcontractor that is not in compliance.
- d. Nails protruding from lumber shall be removed or bent over immediately.
- e. Trash dumpsters may be located at the site. The disposal of trash into these dumpsters is the responsibility of each Contractor. Trash removal from upper floors/work levels will require the use of trash chutes or some other safe means of trash removal. No one is permitted to throw or drop trash/debris from upper floors/levels to the dumpster or ground below.
- f. Cords or hoses must be hung overhead, out of designated walkways, whenever possible. Cords or hoses on the ground must be bundled or covered to minimize trip hazards.
- g. Unobstructed passageways for the movement of fire trucks, ambulances or similar emergency vehicles shall be maintained. A minimum of 15 feet (or as stipulated by the governing fire official) of clear, unobstructed access shall be maintained leading to fire hydrants and Siamese connections.
- h. All loose and combustible material shall be removed from work areas at the end of the workday or as wind and weather conditions dictate.
- i. Gang boxes, Conex boxes and toolboxes shall not have materials stored on top of or under them.

10.25 Protection of the Public and Property

The Contractor and Subcontractors shall take the necessary precautions to protect the general public (individuals not contractually related to the project) from injury and prevent damage to property and shall follow the contract requirements. The precautions to be taken at a minimum are as follows:

- a. Perform no work in any area occupied or in use by the public unless specifically permitted by the contract.
- b. Maintain work areas where public use may be necessary, especially involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways. Protect the public with appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.
- c. Keep sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public clear of obstructions to permit safe ingress and egress of the public at all times.
- d. Appropriate warning signs and instructional safety signs shall be posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.
- e. Provide sidewalk sheds, canopies, catch platforms, and appropriate fences when it is necessary to maintain public pedestrian traffic adjacent to the erection, or structural alternation of outside walls on any structure.
- f. Provide temporary fences around the perimeter of above ground operations adjacent to public areas except where a sidewalk, shed, or fence is provided by the contract or as required (2) above. Perimeter fences shall be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence shall be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence or otherwise required by the City and County of Denver.
- g. Provide warning signs and lights, including electric lights during periods of severely restricted visibility, and continuously from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public as needed. They shall be placed at both ends of such protection or obstructions and not over twenty (20) feet apart alongside of such protection or obstruction.
- h. Provide temporary sidewalks when a permanent sidewalk is obstructed by the operations. They shall be in accordance with the requirements of the local ordinances. Guardrails shall be provided on both sides of temporary sidewalks.
- i. Provide guardrails on each side of vehicular and pedestrian bridges, ramps, runways, and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six (6) feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided. Guardrails shall be made of rigid materials capable of withstanding a force of at least two hundred (200) pounds applied in any direction at any point in their structure. Their height shall be approximately forty-two (42 + or - 3) inches. Top rails and posts may be two inches by four inches (2 x 4) dressed wood or equal materials. Posts shall not be more than eight (8) feet apart.
- j. Provide barricades where sidewalk sheds fences or guardrails as referenced above are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be

secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform the work. When a barricade is temporarily removed, a watchman shall be placed at all openings.

- k. Prohibit fuel-burning types of lanterns, torches, flares or other open flame devices.
- l. Maintain all equipment, devices and structures so as to not pose a hazard to the public, property or employees, and to perform their intended functions properly at all times.
- m. Each point of access to the project will be controlled.

10.26 Security

The Contractor shall be responsible for maintaining the security of their jobsite, vehicles, tools, stockpiled materials, waste, and hazardous materials at all times. CCD shall not be liable for any lost, stolen, or otherwise damaged vehicles, tools, stockpiled materials or any other Contractor- owned materials.

All vehicles will be subject to search upon entering and exiting the construction site and designated parking areas. Any unauthorized vehicle parked on the project site (other than in designated parking areas) may be physically removed at the expense of the vehicle owner. Loitering on the job site before or after assigned shift is prohibited.

10.27 Smoking

The primary purpose of this policy is the establishment of a completely smoke-free environment in the workplace in order to protect life, health and property. Employees and visitors are not permitted to smoke in any buildings on CCD property. Employees and visitors may smoke at designated smoking areas on site. At each construction jobsite, the Contractor will designate a smoking area. Smoking is not permitted in the immediate work area to include onsite vehicles and equipment. CCD reserves the right to designate specific smoking areas at its discretion.

The area will include but will not be limited to the following conditions:

- a. Smoking will be permitted only at designated smoking areas, at least 100 feet from work areas.
- b. Designated smoking areas must have a "Smoking" sign that indicates the designated smoking area. A cigarette butt container with sand must be available to extinguish smoking materials. Cigarette butts will not be permitted to be discarded on the ground, roadway, or work area.
- c. A charged, 20# ABC fire extinguisher must be available at the designated smoking area. The fire extinguisher must be within 25 feet traveling distance in any direction of the designated smoking area.
- d. Contractor and Subcontractor employees must be trained in the proper use of fire extinguishers.
- e. No smoking is permitted within 100 feet of flammable liquids, approved flammable liquid containers, and flammable materials.
- f. No smoking is permitted within 100 feet of storage and/or in use flammable compressed gas cylinders, or gas cylinders that support combustion.
- g. No smoking is permitted within 100 feet of combustible materials or gas pump areas.

10.28 Sanitation

10.28.1 Potable water

The Contractor must adequately supply potable water on the project site. Portable containers used to dispense drinking water shall be capable of being tightly closed and equipped with a tap.

Water shall not be dipped from containers. Any container used to distribute drinking water shall be maintained in a sanitary condition, shall be clearly marked as to the nature of its contents, and not used for any other purpose. A common drinking cup is prohibited.

10.28.2 Toilets

Toilet facilities shall be maintained in a sanitary condition. Toilets shall be provided for employees according to the following table:

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

10.28.3 Washing Facilities

The Contractor shall provide adequate washing facilities for employees engaged in the application of paints, coating, herbicides, or insecticides, or in other operations where contaminants may be harmful to the employees. Such facilities shall be in near proximity to the worksite and shall be so equipped as to enable employees to remove such substances.

- a. Hand soap or similar cleansing agents shall be provided.
- b. Individual hand towels of cloth or paper, warm air blowers or clean sections of continuous cloth toweling, convenient to wash facilities, shall be provided.
- c. Washing facilities shall be maintained in a sanitary condition.

APPENDIX A – MODEL SITE-SPECIFIC SAFETY PLAN

Every Contractor and Subcontractor, and their Subcontractors, must develop and implement a written site-specific safety plan (SSSP) and a copy must be maintained at each work site.

This model program has been prepared only as an aid for use by Contractors and Subcontractors. Contractors and Subcontractors are solely responsible for the content of their own SSSPs. This model program was written for a broad spectrum of employers and it should be modified as appropriate to provide the essential framework required for a SSSP on this Project. Proper use of this model program requires the Project Manager/Superintendent and the Contractor Safety Representative to carefully review the requirements for each of the SSSP elements found in this model.

If your company uses this model SSSP, complete the appropriate blank spaces and check those items that are applicable to your workplace. Sample forms for hazard assessment and correction, accident/exposure investigation, and worker training and instruction are provided with this model program. This model program must be maintained by the Contractor's/Subcontractor's Project Manager in order to be effective.

1. Responsibility/Identification of Key Line Personnel

Contractor:

Address:

Telephone:

Fax:

Email:

Company Executive responsible for project:

Office #

Cell #

Manager/Superintendent:

Office #

Cell #

Safety Representative/Manager:

Office #

Cell #

Field Supervisors or Forepersons:

Office #

Cell #

- Provide 24/7 phone numbers for key personnel.
- Provide roles and responsibilities of persons listed above.

All managers and supervisors are responsible for implementing and maintaining the SSSP in their work areas and for answering worker questions about the SSSP. A copy of this SSSP is available from each manager and supervisor.

2. Statement of Subcontractor's Safety and Health Policy (Include your company statement here)

3. Identification of Competent/Qualified Persons (List/Submit Certificate)

4. Scope of Work Evaluation (List Major Activities)

5. Hazard/Risk/Exposure Assessment Major hazards or risks and exposures associated with the scope of work evaluation must be listed here. Each major activity must be evaluated, and a Job Hazard Analysis developed before the start of work.

6. Control Measures/Hazard Analysis/Pre-Task Planning (Provide an Appendix to include Hazard Control Measures and Job Hazard Analysis for Risks Listed in #5)

7. Subcontractor Daily Safety Inspections Daily inspections to identify and evaluate on-going workplace hazards must be performed by the following competent persons or observers in the following areas of our workplace:

Competent Person/Observer**Area of Expertise/Responsibility**

Periodic inspections are performed according to the following schedule:

- When the SSSP is first implemented;
- Daily;
- When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
- When new, previously unidentified hazards are recognized;
- When occupational injuries and illnesses occur;
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
- Whenever workplace conditions warrant an additional inspection.

8. Contractor Risk Mitigation Two-Week Look-Ahead Planning Submission The form in the appendices can be used to plan risk mitigation strategies at weekly progress meetings.

9. Compliance Requirements Policy Management is responsible for ensuring all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly. All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment. Our system of ensuring that all workers comply with the rules and maintain a safe work environment includes:

- Informing workers of the provisions of our SSSP and the ROCIP Safety Manual.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices; and
- The following practices:

10. Written Disciplinary Program (Explain or attach written program)

11. Hazard Identification and Correction Process Unsafe or unhealthful work conditions; practices or procedures must be corrected in a timely manner based on the severity of the hazards. Hazards must be corrected according to the following procedures:

- When observed or discovered;
- When an imminent hazard cannot be immediately abated without endangering employees or property, all exposed workers will be removed from the area except those necessary to correct the existing condition. Workers needed to correct the hazardous condition must be provided with the necessary protection. All corrective actions taken must be documented, with completion date, on the appropriate forms.

12. Training and Instruction Policy All workers, including managers and supervisors, must have training and instruction on general and job-specific safety and health practices. Training and instruction must be provided as follows:

- When the SSSP is first established;
- To all new workers;

- To all workers given new job assignments for which training has not previously provided;
- Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
- Whenever the employer is made aware of a new or previously unrecognized hazard;
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
- To all workers with respect to hazards specific to each employee's job assignment.
- When employee actions indicate that retraining is necessary.

Workplace safety and health practices for all locations include, but are not limited to, the following:

- Explanation of the employer's SSSP, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
- Use of required personal protective equipment.
- Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- Availability of toilet, handwashing, and drinking water facilities.
- Provisions for medical services and first aid including emergency procedures.

In addition, employees will receive specific instructions regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

13. Employee Site Safety Orientation Program All new employees will receive a site safety orientation prior to work on the project. The site safety orientation will include the following elements:

- Employee jobsite safety and health requirements and policies
- Review of site-specific safety plan to include emergency procedures/phone numbers and Crisis Management Plan
- Employer and employee rights and responsibilities
- Hazard communication
- Fall Protection
- PPE and work attire
- Personal conduct and disciplinary actions
- Authorized access and parking
- Good housekeeping practices
- Job Hazard Analysis (JHA)
- Pre-Task Planning
- Return to work programs, incident reporting procedures (to include near misses), workers compensation requirements, and designated provider information.
- Drug free workplace and substance abuse testing.
- Other job specific hazards.

14. Employee Communication System and Policy The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following checked items:

- New worker orientation including a discussion of safety and health policies and procedures.

- Review of our SSSP and ROCIP Safety Manual.
- Workplace safety and health training programs.
- Regular weekly and daily safety meetings.
- Effective communication of safety and health concerns between workers and supervisors, including translation where appropriate.
- Posted or distributed safety information.
- A system for workers to anonymously inform management about workplace hazards.
- Lessons learned.
- Other: _____

15. Recordkeeping Policy We have taken the following steps to document the implementation of the SSSP:

- Records of hazard assessment inspections, including the persons conducting the inspection, the unsafe conditions and work practices that have been identified and, the action taken to correct the identified unsafe conditions and work practices are recorded on a hazard assessment and correction form
- Documentation of safety and health training for each worker, including the worker's name or other identifier, training dates, types of training, and training providers are recorded on a worker training and instruction form.
- Other records are retained as required by contract specifications or by local, state or federal (OSHA regulations). Where regulations do not specify the length of records retention, a period of three years after project completion will be used.

16. Accident Investigation Policy Procedures for investigating workplace accidents include:

- Responding to the accident scene as soon as possible;
- Reporting immediately to the appropriate Program Manager point-of-contact and ROCIP
- Interviewing injured workers and witnesses;
- Post-accident substance abuse testing.
- Examining the workplace for factors associated with the accident;
- Determining the cause of the accident;
- Taking corrective action to prevent the accident from reoccurring;
- Recording the findings and corrective actions taken; and
- Communicating lessons learned.

17. Crisis Communication Plan/Emergency Action Plan (Define assembly areas, head count procedure etc.)

18. Site Specific Medical Emergency Plan (Define/ provide emergency contact numbers, competent first-aider, provider locations, etc.)

19. Hazard Communication Program (Attach written program, safety data sheets, and hazardous materials list)

20. Written Trenching and Shoring Plan (Attach if applicable)

21. Written 100% Fall Protection Plan (Attach if applicable)

22. Written Substance Abuse Program

23. Written Respiratory Protection Program (Attach if applicable)

24. Written Heat Illness Prevention Plan (Attach if applicable)

25. Written Hot Work Permit Procedure (Attach if applicable)

26. Written Silica Exposure Control Program (Attach if applicable)

27. Written Confined Space Entry Procedure (Attach if applicable)

28. Written Lockout/Tagout Procedures (Attach if applicable)

29. List of Attachments

- Daily Safety Inspection Record
- Accident Inspection Report Form
- Training Record
- Contractors Weekly Safety Planning Submission
- Other: _____

APPENDIX B – JOB HAZARD ANALYSIS

Job Hazard Analysis (JHA)

JHA #:	Overall Risk Assessment Code (RAC) (Use highest code)						
Activity/Work Task:	Risk Assessment Code (RAC) Matrix						
Date Prepared:	Severity	Probability					
		Frequent (F)	Likely (L)	Occasional (O)	Seldom (S)	Unlikely (U)	
Prepared by:	Catastrophic (C)	E	E	H	H	M	
	Critical (Cr)	E	H	H	M	L	
Reviewed by:	Marginal (M)	H	M	M	L	L	
	Negligible (N)	M	L	L	L	L	
Notes: (Field Notes, Review Comments, etc.):	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.						
References:	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).					RAC Chart E = Extremely High Risk H = High Risk M = Moderate Risk L = Low Risk	
	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
Equipment to be Used	Training Requirements/Competent or Qualified Personnel	Inspection Requirements					

APPENDIX C – DAILY PRE-TASK PLANNING

Daily Pre-Task Planning

Supervisor/Foreman: _____ Date: _____

Job Activity: _____

Signature – Supervisor/Foreman

Signature – Project Manager/Safety Manager

LIST TASKS	
1. _____	6. _____
2. _____	7. _____
3. _____	8. _____
4. _____	9. _____
5. _____	10. _____

REQUIRED TOOLS

Air Compressor _____	Electrical Drill _____	Port Bandsaw _____
Electrical Grinder _____	Roto Hammer _____	Chipping Gun _____
Generator _____	Sawzall _____	Welding Machine _____
Chop Saw _____	Hydraulic Jacks _____	Skill Saw _____
Cutting Torch _____	Impact Wrench _____	Other Tool: _____
Ladder _____	Electric Cords _____	Other Tool: _____
Powder Actuated _____	Welding Leathers _____	Other Tool: _____

REQUIRED EQUIPMENT

Crane _____	Dump Truck _____	Aerial Lift: _____
Motor Grader _____	Scraper _____	Suspended Personnel _____
Compactor _____	Roller _____	Platforms/Manbaskets: _____
Excavator _____	Dozer _____	Other: _____

IDENTIFY POTENTIAL HAZARDS

Particles in Eye _____	Chemical Burn _____	Thermal Burn _____
Overexertion _____	Elevated Load _____	Live Utilities (above /below grade) _____
Abrasion/Cuts _____	Struck By _____	Dropping Material & Tools to Lower Level _____
Falls Over 6' _____	Overhead Work _____	Moving Machinery _____
Strains/Sprains _____	Trip/Slip/Fall _____	Moving Aircraft _____
Fire _____	Cave-in _____	Other: _____
Loud Noises _____	Heat/Cold Exp. _____	Other: _____
Pinch Points _____	Electrical Shock _____	
Other: _____	Other: _____	

IDENTIFY HAZARD ELIMINATION

Fall Protection _____	Toeboards/Netting _____	Be in the Proper Position /Situational Awareness _____
Keep Area Cleaned _____	Sloping/Shoring _____	Tools/Materials Secured _____
Guardrails _____	Proper Rigging _____	Coordination with Other Trades _____
Fire Watch/Exting _____	Taglines _____	
Make Eye Contact _____	Get Help _____	

Additional Hazard Controls: _____

REQUIRED PERSONAL PROTECTIVE EQUIPMENT

Hardhat _____	Hearing Protection _____	Safety Goggles _____
Safety Glasses _____	Face Shield _____	Welding Leathers _____
Reflective Vest _____	Metatarsal Guards _____	Welding Hood _____
Safety Boots _____	Rubber Boots _____	Other PPE: _____
Work Gloves _____	Rubber Gloves _____	Other PPE: _____

Permits and Plans Issued? (Check all that Apply)

Fall Protection Plan _____	Crane: Critical Lift Plan _____	Confined Space Permit _____
Energized Electrical Work Permit _____	Hot Work Permit _____	Excavation Plan _____
Other: _____	Other: _____	Other: _____

List each employee covered by this Pre-Task Planning Sheet: (Print name and have each employee initial to acknowledge understanding of job specific hazards/mitigations identified by this Pre-Task Planning Sheet)

Name	Initials	Name	Initials
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Near Miss Report

Time of Occurrence: _____
 Describe Near Miss: _____

Actions Taken to Correct/Prevent Similar Incidents: _____

APPENDIX D – CONTRACTOR TWO-WEEK LOOK AHEAD

Contractor's Two Week Look Ahead- Hazard Mitigation				
Enter all information in yellow below. Cells will auto-format.				
Project Name:		Date Submitted:		
Project Number (#'s only, no symbols):				
Prepared by:		Phone:		
DUE EVERY THURSDAY by Close of Business for the following 2 weeks				
Email to: NWCROCIPSafety@denvergov.org in original Excel format. PDFs and scanned copies will not be accepted.				
Provide requested information in ALL spaces highlighted green. If you select yes, please provide dates and any additional information below				
2 WEEK HAZARDOUS TASK LOOK AHEAD				
Are you conducting any of these hazardous tasks in the next 2 weeks?	Yes/No	Start Date	End Date	Additional Actions
Crane Lift (new work sequence, critical, or near public)				CCD Safety Review Plans/attend planning meeting
Crane Lift (repetitive work, pick plans already reviewed)				
Crane- bringing to site				submit crane specifications to NWCROCIPSafety@denvergov.org
New Trenching/Excavation <4'				CCD Safety may Review Plans/attend planning meeting
New Trenching/Excavation 4'-20'				CCD Safety may Review Plans/attend planning meeting
New Trenching/Excavation >20'				CCD Safety may Review Plans/attend planning meeting
Trenching/Excavation- ongoing				
Hot Work (new task, not ongoing)				
Confined Space- NEW				
Confined Space- ongoing				
Multi-Employer Lock-Out				GC coordination meeting with stakeholders
Work Near Public Occupied Spaces that poses significant risk				
Elevated Work requiring fall protection/guardrails (new task or erection)				
Haul Route Changes or non-routine Public Road MHT changes				send new maps to CCD safety at NWCROCIPSafety@denvergov.org
Evening/Night Work				
OTHER:				
Hauling		Days of Week:		
ADDITIONAL LOOK AHEAD				
Additional Job Hazard Analysis Required for New Upcoming Work Above	Task/Work Description:			
	Task/Work Description:			
Planned Task or Hazard Specific Safety Training	Date/Time:		Task/Type:	
	Date/Time:		Task/Type:	
Pre-planning Meetings	Date/Time:		Task/Type:	
	Date/Time:		Task/Type:	
SUBCONTRACTOR AND EMPLOYEE CHANGES/INFORMATION				
Subs Mobilized:	Name	Date:		Pre-Mob Meeting Date:
		Date:		Pre-Mob Meeting Date:
		Date:		Pre-Mob Meeting Date:
Subs Demobilized:		Date:		
		Date:		
		Date:		
Competent Person (NEW)		Task/Type:		
		Task/Type:		
		Task/Type:		
GC SAFETY PROFESSIONAL INFORMATION (always provide, update as needed)				
Day Shift		Cell Phone:		Email:
		Cell Phone:		Email:
Night Shift (if applicable)		Cell Phone:		Email:
		Cell Phone:		Email:
PROJECT CONTACT INFORMATION (always provide, update as needed)				
CCD Project Manager		Cell Phone:		Email:
GC Project Manager		Cell Phone:		Email:
GC Lead Superintendent		Cell Phone:		Email:
ADDITIONAL INFORMATION				
(i.e. additional safety reps, subcontractor pertinent information, other high hazards you would like to review, etc.)				

APPENDIX E – SUBCONTRACTOR PREMOBILIZATION SAFETY MEETING

Subcontractor Premobilization Safety Meeting

Date: _____ Project/Location: _____

Contractor Representatives: _____

Subcontractor Representatives: _____

The following project site safety, health and security requirements, procedures, and hazards have been identified and reviewed with the Subcontractor.

	SSSP/Emergency Planning/Crisis Com		Demolition
	Competent/Qualified Person		Personal Protective Equipment
	Hazardous Materials/Waste		Cranes/Hoists/Annual Inspection Certificate
	Vehicle/Heavy Equipment		Overhead Power Lines
	Lockout/Tagout		Confined Spaces (Permit/Non-Permit)
	Electrical		Excavations/Trenching
	Fire Protection		Site Security/Visitor Control/Public Exposure
	Hot Work/Welding/Cutting		Risk Mitigation Two Week Look Ahead, Daily Pre-Task Planning Sheet, Job Hazard Analysis
	Fall Protection/Guardrails/Scaffolding/Ladders		Permits (Excavation/Scaffolding/Demolition/Traffic/Confined Space/etc.)

Additional Project Concerns:

Other Attendees:

Name	Title	Company

APPENDIX F – CRITICAL LIFT PLAN (CRANES)

Critical Lift Plan

Crane Make/Model/Serial #: _____ Anticipated Lift Date: _____

Lift Location: _____

Load Description: _____

- Required Attachments: Copy of load chart for applicable crane configuration Diagram of crane lift & load placement
- Rigging certifications Diagram of rigging configuration with load Copy of crane’s annual inspection calculation

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. Max rated capacity of crane at this boom length, radius and boom angle for this lift _____ lbs.
6. Max. load on crane for this lift is _____ lbs.
7. Lift is _____% of the crane’s rated capacity

C. Jib/Fly

1. Erected _____ Stowed _____ Stored _____
2. If jib/fly to be used: length _____ angle _____
3. Rated capacity of jib/fly from chart _____ lbs.

D. Hoist Rope

1. Rope diameter _____ Number of parts _____
2. Lift capacity based on parts _____

E. Rigging

1. Sling configuration (choker, basket, straight)
2. Sling material _____
3. No. of slings _____ size _____ length _____
4. Sling assembly rated capacity _____ lbs.
5. Shackle size _____ No. of shackles _____
6. Shackle rated capacity _____ lbs.
7. Shackle secured to load by _____
8. Spreader beam capacity _____ lbs.

F. Crane Placement

1. Any deviation from smooth, solid foundation? _____
2. Distance to nearest overhead power line? _____
3. Buildings, equipment, plant, or services to lift or swing over? _____
4. Crane travel during lift? _____
5. Swing direction? _____
6. Will crane be set up away from excavations? _____ (horizontal clearance shall be greater than hole depth)

G. Considerations

1. Multiple crane lifts require a separate plan for each crane.
2. Any changes in crane configuration, placement, rigging, lifting scheme, or calculations require that a new lift plan be developed.
3. Number of taglines required to stabilize load _____.
4. If other personnel or equipment, other than lift team and their equipment, are near lift. Barricade and evacuate the lift area.
5. Check crane’s operator manual for maximum wind speed a lift may be executed _____ mph.
6. Surface area of load should be considered for impact due to wind.
7. Method of communication between signal person and operator Radio Hand Signals

Crane Operator: I have been briefed of the contents of this lift plan and accept the duty of ensuring the lift is carried out to the agreed procedure, to the limits of my responsibilities.

Name Signature Date

Lifting Supervisor: I have been briefed of the contents of this lift plan and accept the duty of ensuring the lift is carried out to the agreed procedure.

Name Signature Date

APPENDIX G – SAMPLE SHARED SPACE AGREEMENT (CRANE)

Shared Airspace Agreement

(Date)

GENERAL TERMS, DEFINITIONS AND BACKGROUND INFORMATION

1. This **Shared Airspace Agreement** is between (Named Contractor) and (Named Contractor).
2. (Contractor) is operating a (crane model, type) crane at (Specific Location and Project Name) near the intersection of (street, intersection, city and state).
3. (Contractor) is operating a (crane model, type) crane at (Specific Location and Project Name) located near the intersection of (street, intersection, city and state).
4. The (Contractor's) (crane model, type) crane and the (Contractor's) (crane model, type) share a common or overlapping airspace with the potential for the two crane booms and/or associated rigging to collide.
5. The (Contractor) tower crane is positioned on an engineered foundation. The radius, swing or operational area of the tower crane cannot be adjusted or changed. The (Contractor's) crawler crane is mobile. The location of the (Contractor's) crawler crane can be altered, thereby changing the radius, swing or operation area of the crawler crane. Relocation of the (Contractor's) crawler crane may change or alter the size or location of the overlapping airspace of the two cranes.
6. Under normal operating conditions, assuming no shared, common or overlapping airspace, the (Contractor's) tower crane would weathervane (swing freely) during non-operating hours. The risk associated with the ability of the (Contractor's) tower crane to weathervane when not in operation is unacceptable whenever (Contractor) plans to work and (Contractor) is not operating or manning their tower crane.
7. Both the (Contractor) (crane model, type) crane and the (Contractor) (crane model, type) crane have established safe operating air speed limits for operation. The maximum air speed for safe operation of the (Contractor's) (crane model, type) crane is **(XX) miles per hour**. The maximum air speed for safe operation of the (Contractor's) (crane model, type) crane is **(XX) miles per hour**.
8. The (Contractor's) tower crane can be guyed off or tied down safely without placing any additional loads on the tower crane foundation at all air speeds below **(XX) miles per hour**. Guying off the tower crane when not in operation and ensuring that the boom is anchored outside the common or shared airspace would allow (Contractor) to operate their crane without (Contractor) manning their tower crane.
9. All cranes in the State of (Name) are regulated by OSHA. Both (Contractor) and (Contractor) will operate their respective cranes within OSHA regulations at all times.
10. The (Contractor) crawler crane was in operation before the installation of the (Contractor) tower crane. (Contractor) requested and received prior approval from OSHA before installing the tower crane. The OSHA prior approval was conditioned upon both crane operators having instant, continuous, dedicated mobile communication at all times. OSHA was aware of the existence of the (Contractor) (crane model, type) crane and the shared airspace problem before giving approval to (Contractor) to install the (crane model, type).
11. After installation of the (Contractor) tower crane OSHA requested that both (Contractor) and (Contractor) sign a written agreement to ensure that both cranes would operate in the shared or common airspace safely. This original agreement was the (Contractor) letter to OSHA signed by both (Contractor) and (Contractor) and dated (Day-Month-Year).

SPECIFIC TERMS TO INCLUDE OPERATING PROCEDURES

1. (Contractor) and (Contractor) both agree that the (Contractor) letter to (Name) of OSHA dated (Day-Month-Year) is hereby null and void. This original agreement did not include a procedure for dealing with the excessive amount of overtime crane operations by (Contractor). The original agreement did not discuss the conditions under which the tower crane would weathervane. The operating procedures defined in the (Contractor) letter to OSHA dated (Day-Month-Year) are hereby replaced by the operating procedures in this Shared Airspace Agreement. This Shared Airspace Agreement has been reviewed and approved by OSHA.
2. When both cranes are in operation at the same, time both crane operators will have instant, continuous, dedicated mobile communication. Before either crane approaches the shared or common airspace the other crane operator must provide clearance. If any doubt or confusion exists, the crane operator will not enter or even approach the shared airspace. (Contractor) and (Contractor) agree to allow both operators to communicate, share information and work together to ensure safe crane operations for both companies.
3. (Contractor) and/or (Contractor) will not, under any circumstances, operate their crane when the air speed exceeds the safe operating air speed for that crane. (Reference Line Item # 7)
4. (Contractor) will place the boom of their tower crane outside the shared or common airspace at the end of every work shift. (Contractor) will guy off or secure the boom in this safe location allowing (Contractor) to operate within the shared airspace without (Contractor) manning their tower crane. (Contractor) must release the guying cables and allow the tower crane to weathervane (swing freely) when air speeds exceed (XX) miles per hour.
5. (Contractor) will place the boom of their crane well beyond or outside the shared airspace at the end of every work shift. Although the Sumitomo SC 1500 crawler crane does not weathervane, (Contractor) is responsible for ensuring that their crane boom remains outside the shared airspace whenever their crane is not manned or in operation.
6. (Contractor) will install and monitor an air speed indicator on their tower crane. (Contractor) will confirm the weather report before leaving the jobsite after each work shift. (Contractor) will provide air speed and/or weather forecast information to (Contractor) upon request. The intent is to communicate weather information that may predict air speeds and/or weather conditions that are unsafe for continued crane operations. (Contractor) cannot operate their crane under extreme weather conditions. (Contractor) cannot guy off or secure their tower crane under extreme weather conditions.
7. Before the end of every (Contractor) work shift the (Contractor) superintendent will review the current air speed and weather forecasts. If these weather reports and/or air speed monitor(s) indicate or forecast that weather conditions may deteriorate and cause air speeds in excess of (XX) miles per hour (the maximum safe operating air speed for the {Contractor} mobile crane) Contractors will discuss their intention to continue crane operations under these severe weather conditions.
8. (Contractor) or (Contractor) may decide to start operating their crane when the other company is not manning their crane. This may happen during overtime conditions to include weekday nights, weekends or holidays. If either (Contractor) or (Contractor) commences crane operations when the other crane is not manned, they must confirm that the other crane is safely outside the shared or common airspace. DO NOT ASSUME THAT THE OTHER CRANE IS GUYED OFF, SECURED OR OUTSIDE THE SHARED AIRSPACE AREA BEFORE STARTING CRANE OPERATIONS. A simple visual inspection will confirm that the (Contractor) tower crane is safely guyed off and secured. The guying cables are clearly visible and (Contractor) can easily confirm that the guyed off and secured tower crane will remain outside the shared or common airspace. Confirmation that the (Contractor) tower crane is safely guyed off before commencing an overtime (Contractor) shift is important given that the (Contractor) tower crane has the potential to weathervane into the shared or common airspace. Confirmation that the (Contractor) tower crane is safely guyed off and secured is critical after a major storm has passed through the area. A major storm may have forced

(Contractor) to release the guyed cables and allow the tower crane to weathervane. (Contractor) will also ensure that the (Contractor) crane is safely outside the shared airspace area before commencing crane operations.

9. Under normal weather conditions (Contractor) agrees to take all actions necessary to ensure that their tower crane is safely guyed off and secured; and out of the shared or common airspace when their tower crane is not manned. (Contractor) must release the guying cables and allow the tower crane to weathervane when air speeds approach (XX) miles per hour.
10. Both (Contractor) and (Contractor) agree to provide the other party to this Shared Airspace Agreement with advance written notification of any change to crane configuration, size, location or operation that may possibly impact the size or location of the shared airspace zone.
11. Both parties to this Shared Airspace Agreement reserve the right to contact OSHA if the other party violates the letter or intent of this Shared Airspace Agreement. OSHA has the authority to shut down one or both cranes. Both parties agree to work together to ensure a safe operating environment for both cranes. A copy of this fully executed Shared Airspace Agreement will be provided to OSHA.
12. This Shared Airspace Agreement will remain in effect until either (Contractor) or (Contractor) permanently remove their crane(s) from their jobsite thereby eliminating any shared airspace problem.
13. This Shared Airspace Agreement can only be modified in writing. Any changes must be agreed to, signed by both parties to this agreement.

ACCEPTED AND AGREED:

(Contractor) Joint Venture Date

(Contractor) Date

APPENDIX H – SUSPENDED PERSONNEL PLATFORM CHECKLIST

Date:	Competent Person:	
Crane Make:	Model:	Serial Number:
Equipment Number:	Hours:	Crane Capacity:
Crane Type:	Hydraulic	Conventional
(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 man basket is the safest and most practical way to accomplish the task.
No	Yes	All crane inspections are current per ANSI B30.5 requirements.
No	Yes	All hooks have a current inspection per ANSI B30.10 and have positive locking type hook latches.
No	Yes	The correct load chart is with the crane and the operator is thoroughly familiar with all special notes and manufacturer recommendations given on the chart.
No	Yes	All operational aids and safety devices in the crane are functioning and the operator is fully versed in their operation.
No	Yes	The load lines have a 7:1 safety factor (10:1 when using non-spin rope). NOTE: This is achieved by a 50 percent de-rating of the crane load chart.
No	Yes	The crane is on firm footing and the crane outriggers are all the way out, down, and locked as applicable.
No	Yes	The crane is level within 1 percent, (1 foot in 100 feet) and is on firm surface. NOTE: Stability of the footing will be verified during the full cycle of the operation test.
No	Yes	Means have been provided to enable the operator to ensure that the crane is level.
No	Yes	A firm, level surface has been prepared and designated as a "runway" or path of travel for the weight and configuration of the crane begin used.
No	Yes	The crane counterweights are per manufacturer specification.
No	Yes	All load lines are properly revved and laying properly on the drums.
No	Yes	All drum hoists have full control load lowering. NOTE: Free fall is not to be used.
No	Yes	The boom is fully powered up and down, live boom is not to be used.
No	Yes	The boom angle and radius indicator work. NOTE: Measure radius with tape measure on conventional cranes.
No	Yes	The boom length indicator on telescoping booms is fully functional.
No	Yes	The positive anti two-block device is functioning properly. NOTE: A warning system alone does not suffice.
(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 man basket is exclusively for that use only.
No	Yes	All rigging has been inspected for kinks or damage of any kind.
No	Yes	Shackle pins are of the nut-with-pin-retainer-type.
(3.) MAN BASKET 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 man basket
No	Yes	The maximum rated load and maximum capacity is posted on a permanently affixed plate on the man basket.
No	Yes	The guardrail designed to enclose the platform is provided and is enclosed from the toe board to the mid-rail.
No	Yes	Body harness anchorage provided.
No	Yes	The access gate has been designed to open in and is positively prevented from swinging outward while the man basket is in use.
No	Yes	The access gate must have a positive locking system to prevent accidental opening during operation.
No	Yes	The design allows enough headroom for employees to stand upright.
No	Yes	There are no rough edges on any man basket surface.
No	Yes	In addition to hard hats, overhead protection is provided when employees are exposed to falling objects.
No	Yes	A trial-lift meeting has been attended by the crane or derrick operator, signal person(s) (if necessary for the lift), employee(s) to be lifted, and the employee responsible for the task to be performed

No	Yes	Precautions have been taken to protect employees from any special hazards in the area where the crane and man basket will be operating; for example, power lines or areas where the man basket will be out of the operator's view.
No	Yes	Special precautions have been taken to protect personnel from electrical hazards. When the crane with a man basket is working near electrical lines or devices, the minimum working clearances shall be at least twice those for material handling operations.
No	Yes	A man basket use authorization has been issued dated and properly signed for the task at hand.
No	Yes	The man basket and rigging has been proof-tested to 125 percent of the platform rated capacity.
No	Yes	An unoccupied trial lift loaded to at least the anticipated lift weight has been performed and hoisted to each location where work is to be performed, or to any point where employees are expected to enter or exit the platform. NOTE: The trial lift must be performed each time the crane is moved.
No	Yes	A post trial-lift inspection of the crane has been carried out by a designated employee.
No	Yes	The loading is less than 50 percent of the crane-rating chart for all work locations.
No	Yes	The operator has determined that all systems, controls, and safety devices are activated and functioning properly and that no interferences exist.
No	Yes	The man basket has been hoisted a few inches and has been re-inspected after the trial lift for any deficiencies.
No	Yes	Prior to hoisting personnel, the man basket has been hoisted a few inches to verify its hang level.
No	Yes	All hoist ropes are free of kinks.
No	Yes	Multipart lines are not twisted around each other.
No	Yes	The hook is centered over the load.
No	Yes	The hoist lines are laying properly on hoist drums and in the sheaves.
No	Yes	All post trial lift defects have been corrected.
No	Yes	The crane-bearing surface has been rechecked and crane re-leveled as required.
No	Yes	Have the crane safety components, dogs, pawls, brakes, etc., have been re-inspected after the trial lift.
No	Yes	Travel with the crane is not permitted except where all requirements are satisfied and where not to do so would endanger life
No	Yes	The operator has been advised that the load and boom hoist drum brakes, swing brakes, and locking devices such as pawls or dogs must be engaged when the occupied personnel platform is in a stationary working position.
No	Yes	The operator has been advised that the platform must be hoisted in a slow, controlled, cautious manner with no sudden movement of the crane, derrick or platform.
No	Yes	The operator has been advised that the platform must be hoisted in a slow, controlled, cautious manner with no sudden movement of the crane, derrick or platform.
No	Yes	Employees have been advised to perform tasks specified in the man basket authorized only. NOTE: Only the number of employees needed for the task at hand is allowed to be hoisted.
No	Yes	All employees have been advised to keep all body parts inside the platform during raising. NOTE: This provision does not apply to an occupant of the platform performing the duties of a signal person.
No	Yes	All employees have been advised that they are not allowed to enter or exit the platform when it is secured to the structure where the work is to be performed unless securing to the structure creates an unsafe situation.
No	Yes	All employees have been advised that they are not allowed to exit the platform before landing.
No	Yes	All employees have been advised that taglines must be used unless their use would create an unsafe condition.
No	Yes	The operator has been advised to remain at the controls at all times while the crane engine is running, and the platform is occupied.
No	Yes	All employees have been advised that platform use must be promptly discontinued if there is any indication of dangerous weather conditions or other impending danger.
No	Yes	The operator is in constant contact by standard hand signals or voice communications during operation of crane and man basket.
No	Yes	All employees have been advised to remain in continuous sight of or in direct communication with the operator or signal person.
No	Yes	All employees have been advised that the use of a radio is permissible when direct visual contact is not possible, or where the use of a signal person could create a greater hazard.
No	Yes	All employees occupying the platform have been advised to wear a body belt or harness system, with the lanyard appropriately attached to the lower load block, overhaul ball, or structural member within the personnel platform capable of supporting the fall impact for employees using the anchorage.
No	Yes	All employees have been advised to wear a life vest when working over water.
No	Yes	Employees have been advised to secure materials and tools to prevent displacement during the lift.
No	Yes	All employees have been advised to load the man basket evenly and to only carry tools and materials needed for the task at hand.
No	Yes	The operator, and all employees that will be using the platform, have been advised that no other object may be lifted on any of the crane load lines while the platform is suspended.
No	Yes	An audible and visual device has been provided to the personnel in the platform so that they can signal for assistance in the event of an emergency.
No	Yes	Personnel have been advised to stand firmly on the floor of the platform and to not sit or climb on the edge of the platform or use planks, ladders, or other devices for attaining a work position.

No	Yes	If welding is to be performed by employees occupying the platform, the electrode must be protected from touching the metal components of the platform.
No	Yes	Any needed repairs to the crane or man basket used only original manufacturer parts to ensure that the new components are compatible with their original counterparts.
No	Yes	Care taken to prevent ropes, electrical cords, and hoses from becoming entangled in the platform when the platform is being moved.
No	Yes	Operator aids or interlocks have not been altered, modified, or disabled in any way.
No	Yes	The crane operator responsible for operating the cranes used for personnel handling is a thoroughly trained operator and has related experience operating the subject crane.
No	Yes	All manuals, operating instructions, and load charts provided have been read and understood by the operating personnel prior to starting the operation.
No	Yes	The operator has ensured that the area surrounding the platform is clear of personnel and equipment before moving the platform.
No	Yes	Prior to the trial lift at each new location, a pre-lift meeting has been held, and is also held for any new employee assigned to the man basket.
No	Yes	All deficiencies discovered in post-trial-lift inspection have been corrected.
No	Yes	All employees attending the pre-lift meeting signed the roster for the meeting.
No	Yes	The trial-lift calculation sheet has been completed, signed and dated.

(4.) PERSONNEL PLATFORM WEIGHT CALCULATION SHEET

- Platform Rated Capacity _____
- 125 Percent Proof Test (**NOTE:** Suspended load for 5 minutes) _____
- Number of Occupants x 250 lb. each _____
- Tools plus materials in platform _____
- Misc. weight not otherwise listed _____
- Tare weight of platform plus rigging _____
- Total occupied weight of platform _____
- Hoist line cable weight _____
- Headache ball weight _____
- Load block weight _____
- Rooster sheave weight _____
- Effective JIB weight (If Hoisting on Main Loadline) _____
- JIB weight stowed _____
- Misc. weight not otherwise listed _____
- Total load chard deductions _____
- Total weight, "W" (Total Load Chart Deductions Plus)
 - Total Occupied Weight of Platform _____
 - Capacity of Crane at Minimum Radius _____
 - Capacity of Crane at Platform Work Radius _____
- 50 Percent of Crane Capacity at Minimum Radius _____
- 50 Percent of Crane Capacity at Platform Working Radius _____
- Total Load, "W" Divided by 50 Percent Crane Rating = Percent of De-rated Capacity Used _____

Crane Operator Signature:	Rigger Signature:	Lift Supervisor Signature

APPENDIX I – VISITOR’S WAIVER AND RELEASE

The City and County of Denver is pleased to welcome you to this project. Because of the hazards and risks associated with this construction site, we require every visitor to the Site to be alert for their own safety and to sign a written Waiver and Release absolving the Owner and others associated with this project of any and all responsibility in connection with all risks encountered at the Site. While on the Construction Premises, please be on guard constantly and follow good safety practices including, but not limited to, the following:

1. Hard-hats, safety glasses and high visibility vests must be worn by all visitors at all times.
2. Although work boots are not required, all visitors shall wear low-heeled leather shoes. High heels of any kind or open-toed sandals are not permitted.
3. All visitors are to be escorted at all times by an authorized employee while on the Project Site.
4. Display visitor’s badge on the outer garment at all time
5. BE ALERT for changing conditions and ongoing construction activities while walking on the Project Site. LOOK and LISTEN before you move from one position to another.
6. Be aware of uneven walking surfaces and extreme care shall be taken with each step.
7. No firearms, drugs or alcoholic beverages are permitted on the site.
8. All warning signs and barricades must be obeyed.
9. Do not stray from the approved path for ingress and egress.
10. Do not enter areas with inadequate lighting.
11. Be aware of and stay clear of any overhead hazards.
12. Smoking is only permitted in designated areas.
13. Do not touch construction materials of any kind without written authorization.
14. Do not lean on or reach beyond any handrails or barricades.
15. Report any hazards to the prior to leaving the site.
16. No written correspondence regarding any hazards observed on the site shall be written or forwarded after leaving the site unless previously agreed upon at the site.
17. Call 911 in the event of an emergency

I agree to abide by the Instructions set forth above.

Date

Visitor’s Signature

CHECK WITH PROGRAM MANAGEMENT TO SEE IF THERE IS A JOB SPECIFIC VISITOR WAIVER

VISITOR

NAME: _____

COMPANY: _____

NAME OF COMPANY/PERSON VISITING: _____

DATE: _____

WAIVER AND RELEASE

In consideration of granting the undersigned permission to enter upon the premises at the Project and for other good and valuable consideration, I hereby waive and forever discharge the Owner, Owner's representatives, 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 license, I assume the risk of all dangerous conditions on or about the premises and waive notice of the existence of any such conditions.

I acknowledge the confidential nature of the Owner construction procedures and processes and agree not to photograph, reproduce or divulge the same without the written consent of the Owner.

I HAVE READ THE ABOVE AND AGREE TO SAME:

Signature: _____

Date: ____ / ____ / ____

Escort's First and Last Name: _____

APPENDIX J – SAFETY ORIENTATION TRAINING ACKNOWLEDGEMENT

Project:	General Contractor:
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 workplace and substance abuse testing
5. Accident reporting procedures;
6. How to report unsafe acts or conditions;
7. Site disciplinary procedures;
8. Personal protection equipment requirements;
9. Hazards prevalent for the work being performed (fall protection, trenching, ladder usage, scaffold safety, etc.); and
10. Hazard Communication Program
11. Emergency Evacuation Procedures
12. Good housekeeping practices
13. Job Hazard Analysis (JHA)
14. Pre-Task Planning
15. Return to work programs, incident (to include near misses) reporting procedures, workers compensation requirements, and medical provider list.
16. Other _____

Comments:

Contractor confirmed negative pre-employment drug screen?

Initial for yes _____

Attach test results to Orientation Acknowledgement and keep on file for duration of project.

By signing this orientation form, I hereby acknowledge that the basic site safety controls outlined above have been thoroughly reviewed with me and that I agree to obey by the contents of the site safety requirements.

Employee Signature: _____

Date: _____

Note: Any employee questions regarding the Safety Requirements shall be directed to the Contractor's Project Safety Representative.

APPENDIX K – NEAR MISS REPORT FORM

EXAMPLE NEAR MISS REPORT FORM DOES NOT REPLACE THE REQUIRED CONTRACTOR SAFETY REPRESENTATIVE NARRATIVE

Near Miss Reporting is the process of identifying and preventing an unsafe act or condition before it causes an injury, illness or damage to property and equipment. This form is used to formally document the recognition of a hazard, the change that is made to prevent a reoccurrence of the hazard and to share the lessons learned with the Contractors on the CCD ROCIP. *All information is required*

Contractor/Subcontractor Name: _____

Fact Finding: Please explain the following. (To be completed by employee)

Who was involved in the near miss (employee names optional): _____?

Describe what happened:

Where did the near miss occur: _____

When did the near miss occur: _____

How did the near miss occur:

Preventative Measures Taken. (To be completed by Contractor’s Safety Representative)

What acts or conditions led directly to the near miss incidents?

What steps have/will be taken to prevent a similar incident?

Who is responsible for taking these actions and following up to ensure that they are completed?

Expected completion date: _____

Actual completion date: _____

EXAMPLE INVESTIGATION FORMS DO NOT
REPLACE THE REQUIRED CONTRACTOR SAFETY
REPRESENTATIVE NARRATIVE REPORT.

APPENDIX M – INVESTIGATION FORMS

Example: Employee Injury Investigation Form

1. Injured Employee's Name	2. Contractors Name	3. Date/Time of Injury	4. Supervisors/Foreman Name	5. Specific Location of Injury			
6. Employee's Occupation	7. Employee's Job Task at time of Injury		8. Length of Service on Project	9. Length of Service with Employer			
10. Description of what happened							
11. Part of Body Injured or Affected			12. Nature of Injury				
13. Severity	<input type="checkbox"/> First Aid	<input type="checkbox"/> Medical treatment beyond first aid	<input type="checkbox"/> Lost workdays	<input type="checkbox"/> Fatality	<input type="checkbox"/> Other: Specify		
14. Contributing Causes to Injury							
15. Root Cause of Injury							
16. Probable Recurrence	<input type="checkbox"/> Frequent	<input type="checkbox"/> Occasional	<input type="checkbox"/> Rare	17. Loss Severity Potential	<input type="checkbox"/> Major	<input type="checkbox"/> Serious	<input type="checkbox"/> Minor

18. Preventive Measures			
19. Injured employee's description of what happened (attach sheet for additional comments)			
20. Witness names and description of incident (attach sheet for additional comments)			
21. 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 Representatives' Signature

Project Manager's Signature

Example: 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 Representatives' Signature

Project Manager's Signature

APPENDIX N – SAMPLE HOT WORK PERMIT

Hot Work Permit

Authorization: The information on this permit has been evaluated, the site has been examined, and all safety measures are in place.

Name: _____ Signature: _____
(Qualified Person Authorizing Hot Work Permit)

Date: _____ Location: _____

Description of hot work: _____

Authorized workers: _____

Is a fire watch required?

- Yes Name of Fire Watch _____
- No

A Fire Watch will be posted if:

- 17.** Flammable and combustible materials cannot be moved 35’ from the point of operation
- 18.** Wall or floor openings within the immediate work area expose combustible materials in adjacent areas, including concealed spaces in walls or floors
- 19.** Combustible materials are adjacent to the opposite side of partitions, walls, ceilings or roofs, and are likely to be ignited

Permit Checklist

- Flammable and combustible materials within 35’ of the point of operation have been removed, covered with fire retardant tarps, or otherwise shielded
- All floors and surfaces have been swept free of combustible dust or debris
- Any openings or cracks in the walls, floors, or ducts that are potential travel passages for sparks, heat and flames have been covered.
- An operable fire extinguisher is nearby and accessible
- Sprinkler heads that could be activated by hot work have been covered by a wet rag
- Smoke detectors in the area of hot work have been covered to prevent false alarms
- A Fire Watch has been posted during the hot work operation and for 30 minutes afterwards to verify that there are no live embers, sparks, or smoldering fires.

APPENDIX O – LESSONS LEARNED FORM

Lessons Learned Communication

Date:

What:

When:

Where:

Incident Summary:

Discussion of Activities:

Analysis of What Went Wrong:

Immediate and System Cause:

Resolutions and Recommendations

Cost Savings/Avoidance

Work Function:

Hazards:

Originator:

Telephone:

Email:

Contact:

Telephone:

Email:

Distribution:

APPENDIX P – CONTRACTOR’S MONTHLY SAFETY REPORT

Contractor's Monthly Safety Report			
Enter all information in yellow below. Cells will auto-format.			
Project Name:		For Mo/Year:	
Project Number (#'s only, no symbols):			
Prepared by:		Phone:	
DUE First Tuesday of Every Month			
Email to: NWCROCIPSafety@denvergov.org in original Excel format. PDFs and scanned copies will not be accepted.			
Enter a number in ALL spaces highlighted green. Do not leave any cells blank. If N/A, enter 0 (zero).			
INCIDENT TYPES (Includes all Subcontractors)		Number of Cases/Claims	
<i>Complete information in Details tab for each incident from Current Month</i>		Current Month	Year to Date
		Project to Date	
OSHA Recordable Incidents			
Lost Workday Incidents			
DART Incidents			
First Aid Incidents			
Near Misses Reported			
General Liability			
Builders Risk			
OSHA RECORDABLE AND FIRST AID INCIDENTS:		Number of Cases/Claims	
<i>Includes Subcontractors</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)			
PROJECT SAFETY ACTIVITIES		Count	
<i>Includes Subcontractors</i>		Current Month	Year to Date
		Project to Date	
Safety Orientations Completed (number of employees)			
Other Safety Training Completed (contact hours)			
Tool Box Meetings Completed (number)			
Corrective Actions of Significance (e.g. discipline, stop work, SSSP/JHA edits,			
Number of Site Safety Inspections Completed			
Number of Supervisors/Foreman Participating in Site Safety Inspections			
PROJECTIONS FOR UPCOMING MONTH		Count	
<i>(Includes all Subcontractors)</i>		Upcoming Month	
Average Trucks per Day (hauling and material delivery)			
Approx. Haul & Delivery trips TOTAL for the Month			
Approx. Number of Employees expected to be on site			

Contractor's Monthly Safety Report- Incident Details			
Fields in yellow will auto-populate from the Summary Page.			
Provide details for all incidents listed on the Summary Page for the current month.			
Project Name:	0	For Mo/Year:	January-00
Project Number (#'s only, no symbols):	0		
Prepared by:	0	Phone:	-
DETAILS OF RECORDABLE AND FIRST AID INJURIES OR ILLNESSES FOR CURRENT MONTH: For all injuries and illnesses listed on Summary tab.			
Date	Job Title/Craft	Brief Description	Corrective Actions Initiated
DETAILS OF GENERAL LIABILITY CLAIMS FOR CURRENT MONTH: For all general liability claims listed on Summary tab			
Date	Brief Description		Corrective Actions Initiated
DETAILS OF BUILDERS RISK CLAIMS FOR CURRENT MONTH: For all builders risk claims listed on Summary tab			
Date	Brief Description		Corrective Actions Initiated

Please contact your CCD ROCIP Safety representative or CCDROCIPSafety@denvergov.org for an electronic copy of this form.

APPENDIX Q – DRUG SCREEN REQUISITION AND AUTHORIZATION FORM

Please contact your CCD ROCIP Safety representative or CCDROCIPSafety@denvergov.org for an electronic copy of this form.

Exhibit G

Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2021

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

PRODUCER CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	CONTACT NAME: Amy Sanderson PHONE (A/C. No. Ext): 612-349-2400 FAX (A/C. No): 612-349-2490 E-MAIL ADDRESS: asanderson@csdz.com
INSURER(S) AFFORDING COVERAGE	
INSURED Ames Construction, Inc. 2500 County Road 42 W Burnsville MN 55306	AMECONPC6 INSURER A: St Paul Surplus Lines Insurance Company NAIC # 30481 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 941067374

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Professional Liab Claims Made			ZCO51N48175	12/1/2021	12/1/2022	Per Claim \$10,000,000 Agg \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 56th Avenue Widening: Peoria St. to Pena Blvd. Design-Build Project / Arthur Gallagher's ROCIP enrollment

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver c/o Arther J Gallagher RMS, Inc./ Gallagher ROCIP Group 12444 Powerscourt Drive St Louis MO 63131	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
---	---

Exhibit H

Approved MWBE Utilization Plan

(incorporated herein by reference)

Exhibit I

Prevailing Wage Rate Schedule



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: January 06, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised prevailing wage rates for some building, heavy, highway, and residential 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 in accordance with the Davis-Bacon Act.

The effective date for this publication will be **Friday, January 03, 2020** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200009
Superseded General Decision No. CO20190009
Modification No. 0
Publication Date: 01/03/2020
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20200009 01/03/2020

Superseded General Decision Number: CO20190009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011		

Rates	Fringes
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TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

 ENGI0009-008 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons).....	\$ 29.55	10.70

 SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones,		

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

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....	\$ 17.25	5.27
-------------------	----------	------

Mechanic.....	\$ 26.48	3.50
---------------	----------	------

Multi-Purpose Specialty &

Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
-------------------------	----------	------

Truck Mounted Attenuator....	\$ 12.43	3.22
------------------------------	----------	------

Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Office of Human Resources
Supplemental Rtes
(Specific to the Denver Projects)
Revised 08/21/2019)**

Classification		Base	Fringe
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping: Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags(excludes Flaggers)		\$13.00	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$13.00	\$3.22

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

Exhibit J

City and County of Denver Equal Employment Opportunity Provisions

Equal Employment Opportunity Provisions

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing

Equal Employment Opportunity Provisions

in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

Equal Employment Opportunity Provisions

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

Equal Employment Opportunity Provisions

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

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

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Equal Employment Opportunity Provisions

APPENDIX A**CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE -
ALL CONTRACTS**

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

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with

Equal Employment Opportunity Provisions

the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

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

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

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

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Equal Employment Opportunity Provisions

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/

Manager of Department of Public Works
City and County of Denver

Equal Employment Opportunity Provisions

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

Equal Employment Opportunity Provisions

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

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

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

Equal Employment Opportunity Provisions

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

Equal Employment Opportunity Provisions

D. GENERAL REQUIREMENTS:

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

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

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Exhibit K

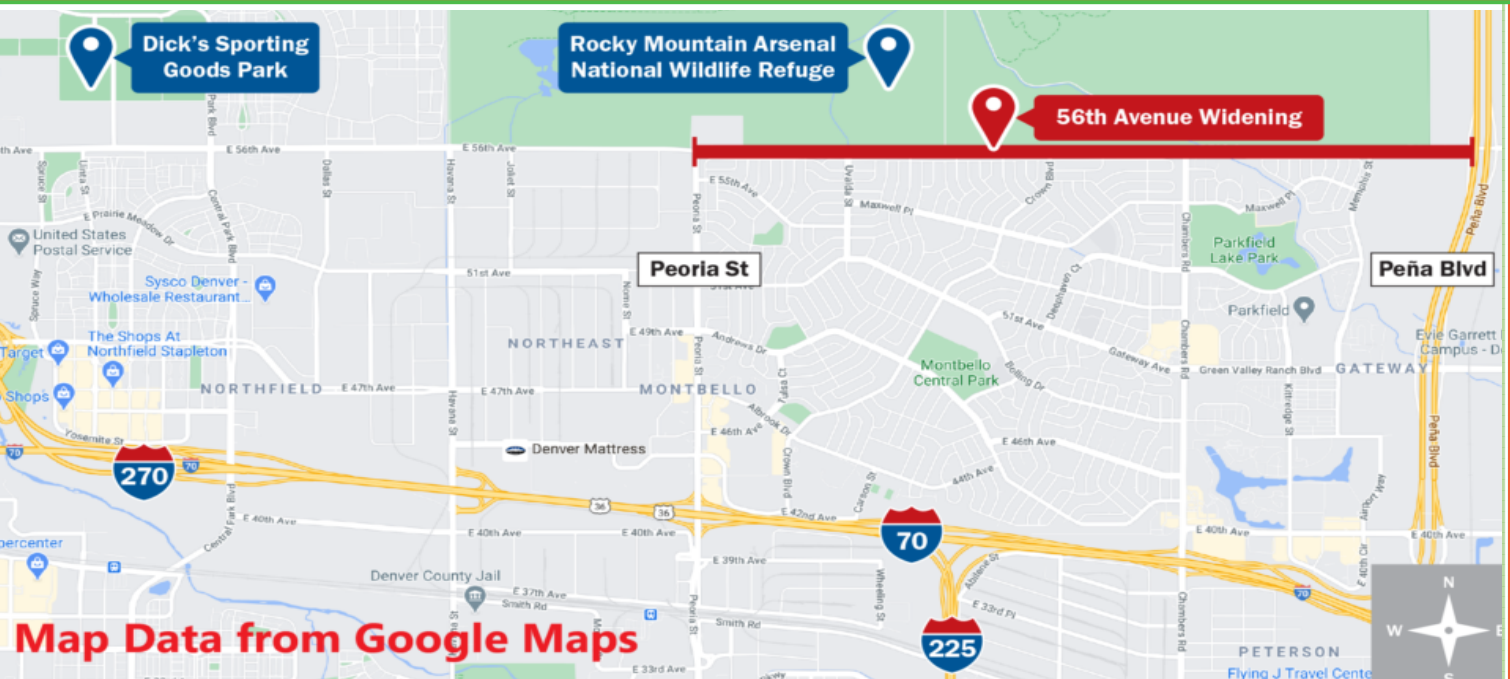
Approved Workforce Plan and 'Target Area' Map



Ames Construction, Inc.®

WORKFORCE DEVELOPMENT PLAN

56TH AVENUE WIDENING PROJECT



SECTION 1: INTRODUCTION

Ames Construction is committed to ensuring a successful workforce development plan that aligns with CCD’s objectives, clear direction, and dedicated resources.

The Ames Team, in collaboration with WORKNOW, are poised to implement a strategy that promotes job opportunities for economically disadvantaged communities and increase the number of apprentice participants on the 56th Avenue Widening Project. Ames recognizes WORKNOW as an essential partner for achieving the prescribed workforce goals. Our workforce team has a longstanding and favorable working relationship with WORKNOW and will join forces to implement a comprehensive outreach strategy to meet or exceed the following goals:

WORKFORCE OVERSIGHT PROCESS

- 01** Establish Workforce goals
- 02** Incorporate requirements into contract terms
- 03** Monitor Workforce Compliance through routine meetings
- 04** Track and report Workforce Utilization

15% OF CONSTRUCTION HOURS PERFORMED BY APPRENTICES. OF THOSE:

- ✓
 - 25% of hours by targeted area or targeted populations
 - 25% by first-year apprentices

WORKFORCE PROJECTIONS:

- ✓
 - Average based on 18 months of construction. Number will fluctuate based on season and work being performed.
 - Subcontractor projected hours and FTE will be provided when subcontracts are negotiated. Expected January 22 through April 22.
 - Construction July 2022 through December 2023.
 - Ames currently has apprentices working on another project and will transfer them as applicable to the 56th Avenue Widening project.

Ames Self Perform Work		Expected Subcontracts
Scope of Work	Estimated Hours	
Carpenter	1,877	Sweeping
Laborer	9,489	Pavement Markings
Operator	9,751	Fencing
Pipe Layer	721	Signs
Truck Driver	3,671	Landscape
Foreman	5,813	Pothole/VAC
Total Craft Hours	31,321	Saw Cutting
Apprenticeship Goal (15%)	4,698	Tree Removal
FTE Apprenticeship Per Month	1.6	Water Proofing
FTE Craft Per Month	10.9	Flatwork and Curb and Gutter
		Asphalt Pavement
		Traffic Control
		Electrical and Signals

56TH AVENUE WIDENING PROJECT WORKFORCE DEVELOPMENT PLAN

Projected hours and hiring needs will be shared with our workforce partners and active apprenticeship programs around the city. It is expected that our outreach efforts will yield a wide range of interested applicants for our workforce program. We will collaborate with WORKNOW to determine that these candidates meet initial minimal qualifications for the job scopes forecasted.

Ames will employ the “Workforce Requisition” (see Exhibit A), to help forecast workforce needs and present an opportunity to recruit individuals from the targeted populations. This will be an ongoing process throughout the project to serve as a reminder to subcontractors that they are expected to meet the prescribed goals.

SECTION 2: CONTRACTUAL REQUIREMENTS

Ames will ensure subcontractors are notified of hiring objectives and flow down requirements for all tiers. Language will be clearly incorporated into the contract and emphasized during the onboarding process.

Participants in the construction/skilled craft positions will be paid prevailing wages according to each classification. As part of the City and County of Denver’s mandatory contract provisions, Ames is prepared to comply with the specific requirements listed below:

- The contract shall contain a provision requiring the contractor and subcontractors to pay not less than the proper prevailing wage.
- The contract shall provide that employees are paid at least once a week the full amount due them at the time of payment.
- The contract shall provide that the contractor or subcontractor furnish to the Auditor, on a weekly basis, a true and correct copy of the payroll records of all workers, laborers, and mechanics employed to work on the city project.
- The contract shall provide that should a contractor or subcontractor fail to pay the proper wage the Auditor shall not approve any payment to the contractor until furnished evidence from the contractor has been provided that the payment in question has been corrected.
- The contract shall further provide that a sworn statement of the contractor or subcontractor must accompany the payroll records submitted to the Auditor certifying they are true and correct.

LCPtracker will be the method for tracking workers to verify wages and timely payments. A monthly report will detail the results of subcontractor compliance.

As part of monitoring activities throughout the duration of the Project, an assessment will determine if subcontractors face challenges meeting the prescribed goals and assist with appropriate solutions. The Workforce Plan includes comprehensive strategies to attract a pipeline of workers from each of the targeted populations. Ames will help subcontractors leverage the scope of resources to fill workforce needs and meet or exceed goals.

SECTION 3: PROGRAM SCHEDULE AND LAUNCH

The Workforce Program will launch at a time that aligns with the Project Schedule and forecasted workforce needs. Rollout will begin with an email blast to Service Agencies so they can begin informing constituents of job opportunities on the project. In collaboration with WORKNOW, a community Job Fair will follow in a timely manner. Information about the Project and job opportunities will also be featured on the Project Website and expanded to other online channels and social media. At the same time, the Project Team will stay abreast of community events and engage as appropriate to begin developing a pipeline of candidates for employment. Once launched, we will begin tracking activities and document results suitable for the City's monthly reporting requirements.

SECTION 4: WORKFORCE COORDINATION TEAM

Workforce Consultant, Suzanne Arkle, will provide oversight for the program as the primary contact on this project. Reporting directly to the Project Manager and working collaboratively with the Construction Manager, Suzanne will be responsible for overseeing all components of our workforce program, including workforce projections, outreach and communications, candidate sourcing, training, hiring, monitoring, and reporting. She has 25 years of experience working with owners and contractors to develop workforce and community engagement strategies on capital projects. She has directed the utilization of over \$3.7B for small businesses on projects valued at more than \$11B.



Ellen Marshall is the Workforce Coordinator with over 25 years of project management experience and will be responsible for the daily execution of tasks. She will provide support to ensure participation plan metrics and performance objectives are met. Additional responsibilities will include management of tracking and reporting mechanisms, engagement with community stakeholders, coordination and implementation of outreach and communication strategies. Most recently, Ellen performed work on the National Western Center's workforce pilot program and developed a comprehensive apprenticeship guide to help MWBEs navigate requirements of the program.

SECTION 5: OUTREACH AND ENGAGEMENT

The workforce labor shortage in the construction industry is a compelling reason for taking a strategic, holistic, and regional approach to workforce development. The Ames workforce team will implement various outreach methods to raise awareness and heighten interest in job opportunities on the 56th Avenue Widening Project.

Through our coordination with WORKNOW, we will conduct Job Fairs and “Meet and Greet” Informational sessions. These events allow job seekers to connect one-on-one with project contractors, subcontractors, and registered apprenticeship programs. They also provide information about the benefits and prospects aligned with careers in the construction industry. The Monthly Core Partnership Meetings held by WORKNOW will help to keep the team apprised of updates for various programs and resources available to support the success of the Workforce Plan.

WORKNOW along with other supportive service agencies will be leveraged to mitigate barriers and address the core life management needs of participants. Some of these barriers include limited access to reliable transportation, childcare issues, language barriers, or limited finances for appropriate work apparel or other work-related expenses.

To further strengthen Ames’ Workforce Strategy, the Workforce Team will engage with the Center for Employment Opportunities (CEO) and Metro State as essential workforce partners.

Our targeted approach will include outreach to the following populations:

- Veterans
- TANF Recipients
- History with Foster Care
- Target Zip Codes: 80204, 80205, 80216, 80219, 80223, 80239
- Justice Involved
- History of Homelessness
- Graduates of pre-apprenticeship programs

**SAMPLE SERVICE AGENCIES**

Veterans	TANF Recipients
<ul style="list-style-type: none"> ▪ www.military hire.com ▪ Veteran’s Reintegration Program ▪ Hire Our Heroes Job Board ▪ American Veterans ▪ Disabled American Veterans ▪ Paralyzed Veterans of America ▪ Colorado Department of Military and Veterans Affairs ▪ Denver Human Services Center ▪ Veterans Community Living Centers ▪ Colorado Department of Labor Veteran Programs 	<ul style="list-style-type: none"> ▪ Colorado Works ▪ Colorado Department of Human Services ▪ 2-1-1 ▪ Mile High United Way ▪ National Diaper Bank Network ▪ Bayaud Enterprises
History of Homelessness	History of Foster Care
<ul style="list-style-type: none"> ▪ Denver Rescue Mission ▪ Colorado Coalition for the Homeless ▪ St. Francis Center ▪ Samaritan House Homeless Shelter ▪ Centro Humanitario Para Los Trabajadores (El Centro) ▪ The Empowerment Program ▪ Bayaud Enterprises 	<ul style="list-style-type: none"> ▪ Foster Club ▪ Smith Agency ▪ Project 1.27 ▪ Adoption Exchange ▪ A New World ▪ Colorado Department of Human Services & Urban Peak
Graduates of Pre-Apprentice Programs	Justice Involved
<ul style="list-style-type: none"> ▪ Master’s Apprenticeship ▪ Emily Griffith Technical College ▪ Build Colorado ▪ Community College of Denver ▪ IEC ▪ Colorado Laborers and Contractors ▪ Operating Engineers ▪ Community Engineers ▪ Community Works 	<ul style="list-style-type: none"> ▪ Second Chance Center ▪ Impact Empowerment Grout (IEG) ▪ GEO Reentry Services ▪ Community Reentry Project ▪ Community Reentry Center ▪ Grace Be Unto You Outreach Church ▪ Workforce Center ▪ Mile High United Way (2-1-1 Program) ▪ Colorado Department of Corrections

SECTION 6: OUTREACH

OUTREACH IMPLEMENTATION

Goal	Implementation Method(s) Applied	Schedule	Metrics
Service Providers A key source for securing talent from the target populations.	<ul style="list-style-type: none"> Establish a working relationship partnership with service agencies for direct communication of project updates and opportunities. Provide Agencies with Informational Flyer 	Ongoing	<ul style="list-style-type: none"> Number of agencies contacted Number of job offers made
<ul style="list-style-type: none"> Distribute Recruiting Flyers 	<ul style="list-style-type: none"> Distributed to service agencies and during outreach events Communication available in English and Spanish 	Ongoing	<ul style="list-style-type: none"> Number of agencies receiving flyers
<ul style="list-style-type: none"> Pop-Up Sessions 	<ul style="list-style-type: none"> Schedule Pop-Up sessions onsite at agencies or virtually during COVID restrictions 	Quarterly	<ul style="list-style-type: none"> Number of Information sessions conducted
<ul style="list-style-type: none"> Institute a registration process to direct potential prospects toward the WF Program. Doing so will also help Identify which targeted group individuals are receiving services from and aid our reporting requirements. 	<ul style="list-style-type: none"> Provide Registration Forms to all Agencies for distribution to clientele. Agencies that provide services to one of the categories will receive Registration Forms with unique QR code. Prospective candidates can also access the Registration Form on the Project website Completed Registration Forms will be directed to Ellen Marshall to track and then forwarded to WORKNOW to begin the intake process. 	Ongoing	<ul style="list-style-type: none"> Number of applicants
2. Workforce Centers	<ul style="list-style-type: none"> Inform Workforce Centers of job opportunities Provide each with Recruiting Flyers Have each post opportunities on job boards Provide each with Registration Forms containing unique QR code for identification purposes 	Ongoing	<ul style="list-style-type: none"> Number of Workforce Centers contacted Number of referrals from Workforce Centers

56TH AVENUE WIDENING PROJECT WORKFORCE DEVELOPMENT PLAN

3. Locals	<ul style="list-style-type: none"> Virtual or onsite presentations with locals Post workforce program and job opportunities in union newsletters and other communication vehicles Provide Unions with recruiting flyers and Registration Forms with unique QR code for identification purposes 	Quarterly	<ul style="list-style-type: none"> Number of presentations conducted Number of referrals
4. Organizations <ul style="list-style-type: none"> BCG AGC CCA HCC Girls' Inc Hoya Foundation ✓ Careers for Girls Transportation & Construction Girl Montbello 22 Montbello Organizing Committee 	<ul style="list-style-type: none"> Conduct presentations at appropriate membership meetings. Participation at social events Exhibits Feature notifications on organizational websites, newsletters, and other communication venues 	Quarterly	<ul style="list-style-type: none"> Number meetings conducted Referrals from events
5. E-Newsletter	<ul style="list-style-type: none"> Update individuals (from outreach events and registrations) through an email newsletter <p>Content will consist of project updates, employment tips, links to resources, worker testimonials, apprenticeship updates, Job Spotlight of the month to highlight different types of jobs in the industry, Glossary of construction terms, etc.</p>	Monthly	<ul style="list-style-type: none"> Number of E-newsletters published Number of referrals
6. Social Media	<ul style="list-style-type: none"> Deliver announcements regarding project updates and job openings Post Registration Form 	Bi-Weekly	<ul style="list-style-type: none"> Open rates Number of referrals
7. Subcontractor Engagement	<ul style="list-style-type: none"> Conduct routine "Check-Up Sessions" with subcontractors to assess workforce needs Utilize Workforce Requisition Use request to match requirements with registrants and workforce sources 	Monthly	<ul style="list-style-type: none"> Number of Check Ups conducted Number of employees hired

56TH AVENUE WIDENING PROJECT WORKFORCE DEVELOPMENT PLAN

8. Project Website	<ul style="list-style-type: none"> • Provide a centralized repository for project information including: <ul style="list-style-type: none"> ✓ Project Updates ✓ Link to job opportunities with subcontractors ✓ Registration Form ✓ Application for experienced workers ✓ “Working for PCL” video ✓ Link to resources such as apprenticeship training, services, etc. ✓ Calendar of events 	Ongoing	<ul style="list-style-type: none"> • Website traffic data
9. Community Forums	<ul style="list-style-type: none"> • Conduct Hiring Fairs at Community Rec centers • Deliver recruiting flyers and registration forms to neighborhood associations • Post advertisements in local newspapers, radio • Distribute and post flyers at community locations <ul style="list-style-type: none"> • Churches • Corner Stores • Check cashing centers • Shelters • Food pantries 	Quarterly	<ul style="list-style-type: none"> • Number of community forums visited • Number of referrals • Number of new hires
10. Project Pop-Up Event	<ul style="list-style-type: none"> • Conduct a Pop-Up event at the project site • Engage job seekers and create awareness 	Bi-Annual	<ul style="list-style-type: none"> • Number of referrals • Number of new hires
11. WORKNOW Job Information Fair	<ul style="list-style-type: none"> • Collaborate with WORKNOW to engage job seekers and expand the pipeline of prospective workforce candidates 	Quarterly	<ul style="list-style-type: none"> • Number of referrals • Number of new hires
12. Open House	<ul style="list-style-type: none"> • Conduct a virtual or in-person session • Project team introduction • Feature project overview • Company culture • Job opportunities • Registration for Workforce Program • Breakouts for Interview sessions 	Bi-Annual	<ul style="list-style-type: none"> • Number of referrals • Number of new hires
13. Foot Patrol	<ul style="list-style-type: none"> • Walk the area of the project and pass out flyers and Registration Forms 	Bi-Monthly	<ul style="list-style-type: none"> • Number of referrals • Number of new hires
14. Training Day	<ul style="list-style-type: none"> • Host Candidates for a job-shadow day. Candidates will register on the project website and assigned to the appropriate Ames personnel 	Bi-Annual	<ul style="list-style-type: none"> • Number of participants • Number of new hires

56TH AVENUE WIDENING PROJECT WORKFORCE DEVELOPMENT PLAN

<p>15. Certified Apprenticeship Programs</p>	<ul style="list-style-type: none"> Collaborate with CCD to Identify certified apprenticeship programs for each of the craft requirements Confirm the pipeline of graduates Introduce project initiatives and develop a working partnership Direct prospects from the community to participate in the programs 	<p>Ongoing</p>	<ul style="list-style-type: none"> Number of enrollments
<p>16. Walk-Ins and Referrals</p>	<p>We anticipate receiving inquiries and interest from the public about job opportunities at Ames. For that reason, the team will develop fact sheets that outline the process for becoming an eligible participant. These sheets will be available at the various points throughout the community and at the project site.</p>	<p>Ongoing</p>	<ul style="list-style-type: none"> Number of referrals Number of new hires

 **WORKFLOW PROCESS**

	PROCESS STEPS	STAKEHOLDERS	
<p>1 WORKFORCE PROJECTIONS</p>	<ul style="list-style-type: none"> Meet to determine workforce needs 30-60 days out Review workforce goals and determine how targeted populations can fill the gap Educate subcontractor about workforce/apprentice programs available to assist with hiring and compliance goals Complete the Workforce Requisition Form which provides specific information relative to timing, scope, schedule, and minimum qualifications 	<ul style="list-style-type: none"> Workforce Dev. Team Project Manager Estimator 	
<p>2 CANDIDATE SOURCING</p>	<ul style="list-style-type: none"> Notify organizations about job openings Provide organizations with copy of the Workforce Requisition Assess if pipeline of job seekers from various organizations are suitable candidates Maintain communication with each and prepare to advance referrals through workforce program 	<ul style="list-style-type: none"> Workforce Coordinator WORKNOW Workforce Services Service Agencies for targeted populations 	<ul style="list-style-type: none"> Workforce Centers Apprenticeship Programs Metro State CEO Industry Organizations
<p>3 OUTREACH & ENGAGEMENT</p>	<ul style="list-style-type: none"> Stay abreast of events and consistently participate in the following as appropriate: <ul style="list-style-type: none"> Job Fairs Ames Pop-Up Event Ames Open House Community Forums Post updates to the Project Website 	<ul style="list-style-type: none"> Workforce Coordinator Job Seekers Pertinent Stakeholders Ames 	

56TH AVENUE WIDENING PROJECT WORKFORCE DEVELOPMENT PLAN

	<ul style="list-style-type: none"> ➤ Online Venues - social media, text, email Update regularly ➤ Conduct information Sessions at Service Agencies Once a Month ➤ Attend CCD, WORKNOW and other workforce-related meetings ➤ Ames Training Day 	
<p style="text-align: center;">4</p> <p style="text-align: center;">REGISTRATION PROCESS</p>	<ul style="list-style-type: none"> ➤ Once a candidate is identified through any of the outreach venues, they are directed to the Registration Form featured on the project website which is automatically submitted to the Workforce Coordinator ➤ The online Registration Form represents the start of the candidate’s participation in the Workforce Program ➤ Details of the Registration Form are documented by Workforce Coordinator for tracking purposes ➤ The Registration Form is then forwarded to WORKNOW to begin the intake/assessment process ➤ WORKNOW will produce a monthly status report relative to actions taken on behalf of the referral 	<ul style="list-style-type: none"> ▪ Workforce Coordinator ▪ Job Seekers ▪ WORKNOW
<p style="text-align: center;">5</p> <p style="text-align: center;">HIRING PROCESS</p>	<ul style="list-style-type: none"> ▪ NO TRAINING REQUIRED OR BARRIERS TO ADDRESS: <ul style="list-style-type: none"> ➤ WORKNOW determines through interview and skills assessment that candidate is ready for an interview with Ames ➤ Ames interviews candidate to determines suitability for hire ▪ TRAINING REQUIRED: <ul style="list-style-type: none"> ➤ WORKNOW determines through interview and skills assessment that candidate requires training and/or assistance with barriers and develops strategies to prepare candidate for employment ➤ Ames determines if they want to hire the candidate and allow training to occur by themselves or with assistance from WORNNOW or another workforce partner 	<ul style="list-style-type: none"> ▪ Workforce Coordinator ▪ WORKNOW ▪ Job Seeker ▪ Ames
<p style="text-align: center;">6</p> <p style="text-align: center;">PERFORMANCE MANAGEMENT</p>	<ul style="list-style-type: none"> ▪ Engage routinely with subs to determine workforce needs ▪ Maintain a Biz Navigator log to track inquiries and actions taken to engage applicants into the Workforce Program ▪ Maintain a report to track sub utilization of targeted populations ▪ Maintain a database to track the status of participants ▪ Monitor training initiatives to ensure effectiveness ▪ Conduct periodic office and construction site visits to identify corrective measures required to keep subcontractors on track to meet goals ▪ Remain accountable to CCD for reporting the status of the Workforce Plan ▪ Conduct exit interviews to assess effectiveness of program 	<ul style="list-style-type: none"> ▪ Workforce Team ▪ WORKNOW ▪ Workforce Partners ▪ Job Seeker ▪ Ames ▪ Ames LCPtracker Administrator

SECTION 7: TRAINING

Ames believes that a comprehensive training strategy begins with leadership. It is essential that leadership, such as onsite supervisors, project managers and subcontractors, are fully educated about the diverse populations they will be engaging. Doing so will help them prepare for potential challenges and equip them with knowledge necessary to address issues with appropriate measures.

For individuals pre-qualified for apprentice level training, Ames and trade partners will offer a combination of classroom and on-the-job training. This mixed format will likely span between one and five years depending on the career path the participant pursues, and the level of specialization associated with the craft or trade.

On the Job Training | Once participants have been identified through WORKNOW and other sources, and are accepted into Ames' workforce program, training will be provided using the State of Colorado's list of approved training programs for OJT. We also intend to utilize apprentices that are enrolled and registered in a U.S. Department of Labor approved program.

Classroom Training | The team will leverage WORKNOW and other educational partnerships to implement technical training programs specific to construction. Training will be conducted by "subject matter experts" and meet industry standards.

Technical Training | For journey level participants, Ames and its trade partners will provide classroom training on updated codes and standards that will enable them to maintain their licensure and journey status. These courses will be industry compliant and taught leveraging WORKNOW educational partners.

Interpersonal & Supervisory Skills Training | We will also offer in-house training on soft skills, (such as effective supervision, conflict management, team leadership, communication, etc.). Where necessary, Ames will collaborate with WORKNOW to provide this training.

Role Specific Training | We are committed to investing in our employees and our communities. Our goal is to prepare employees with the specific experience and skill sets required to excel in the construction field, and to provide them with interchangeable skills valued in today's workforce. As a project-based employee with Ames, new hires will undergo extensive training to ensure success while working at our company—and to ready them for the future. Employees receive overall training about working in the construction industry, as well as in-depth training on best practices involving health and safety. Project employees receive role specific training to help them earn industry certification in their job that will help facilitate their success in future roles exclusive of Ames. These may include:

- Aerial Work Platform training
- Confined Space Entry
- Fall Protection training
- First Aid
- Forklift / Skid Steer Loader Training
- Flagging Training
- Safety and Environmental Monitoring

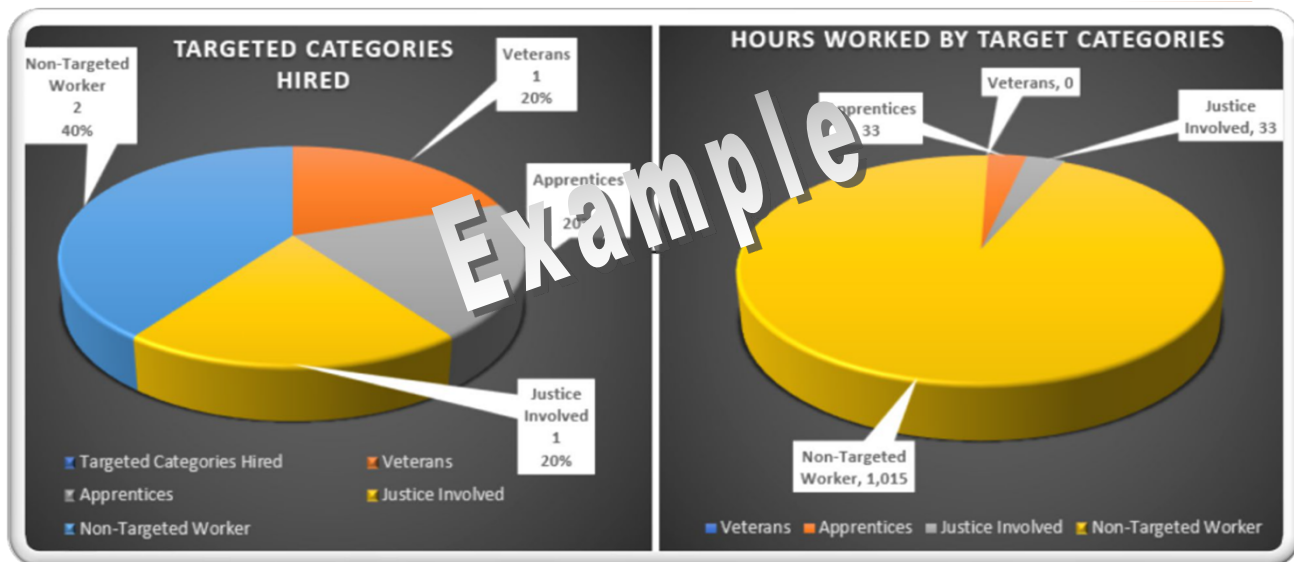
Career Path Coaching | Individuals entering the workplace, or a new industry sector are often unaware of how the job they are training for can translate into a career. Ames will work closely with the assigned WORKNOW Navigator to help participants understand the pathways that lead to promotions as well as skills that can be transferred horizontally to related careers. Ames will ensure resources are in place to provide line-of-sight career coaching all program participants.

Mentoring | Mentoring will be an integral component of Ames’ workforce program. However, we will work closely with WORKNOW’s mentoring process to ensure consistent tools are used to support participants. In addition to the participant’s supervisor, everyone is matched with an experienced person in the trade and/or professional service area in which the individual is training. The mentor will connect with assigned participants throughout their involvement in the program (e.g., monthly) to touch base on general understanding of work, progress, challenges, insights, and feedback.

SECTION 8: REPORTING

Ames’ workforce training is comprehensive and designed to be tailored to meet the specific needs of job seekers and incumbent workers. This includes a blend of work readiness, classroom training, on-the-job training (OJT), mentoring, and other approaches that have shown to increase graduation rates and high performance. Participants will receive either Ames or subcontractor internal training or training through WORKNOW and/or other service providers. All provided training will be industry-endorsed, certified, or accredited, as applicable. The overarching goal for training is to create stackable credentials for participants that enable their progress within an identified career pathway.

We believe a proactive and robust strategy will support exceeding project goals. We don’t want to just hire apprentices; we want people to have the opportunity to be promoted and develop careers in construction with our support on this Project. Our strategy is based upon a focused definition of apprenticeship needs and appropriate communication to the broader community.



Monthly Reporting | Ames will coordinate with CCD (Workforce Services) to produce a reporting format as required. Additionally, the following utilization data will be collected from all subcontractors and incorporated into a comprehensive report:

- Project description stating initial goals and achievements against those goals.
- Number, percentage of total, name, start date, work description/code, and demographics of eligible individuals participating in the workforce program.
- Total training hours completed in the prior month and to date by the targeted populations.
- Total labor and construction hours completed in the prior month and to date by individual and classified by work category.

Lessons Learned | On a quarterly basis, a summary of performance challenges, reconciliation efforts, and lessons learned including strengths and areas for improvement will be prepared. As part of this, Ames will discuss how the workforce efforts for the 56th Avenue Widening Project could be scaled and/or altered for application on other projects and related benefits. This information will also be shared with partners in the regional workforce exchange.

Economic Impact | On an annual basis, an analysis of participant progress, placements, mobility, and salaries will be performed by zip code to determine the economic impact for specific targeted communities.

SECTION 9: TRACKING

LCPtracker | LCPtracker will be the primary tool used for compliance monitoring and the capture of details essential for tracking all certified payroll hours. Apprenticeship hours are readily available for reporting purposes through the platform; however, non-apprenticeship OJT hours will be managed separately through an identification process employed by Ames' payroll on a weekly basis.

LCPtracker is not designed to gather social status such as Veteran, history of homelessness, TANF recipient, etc. As an alternative, Voluntary Surveys (see Exhibit C) will be distributed during the new hire onboarding sessions to identify which of the targeted groups new employees fall into.

Connecting Colorado | State Workforce System

Registration Form | A Registration Form will be used as the initial step to join candidates into the Workforce Program and serve to distinguish the targeted populations for reporting purposes. This process will be managed by the Workforce Coordinator and documented accordingly. The Registration Form will then be sent to WORKNOW to begin their intake process.

Contact Database | A contact log will be maintained of all workforce inquiries and notation of measures taken to address questions accordingly.

Site Visits | Periodic site-visits will be performed to determine how effectively subcontractors are trending towards achieving goals. This approach will also help to identify challenges to establish corrective actions.

56TH AVENUE WIDENING PROJECT WORKFORCE DEVELOPMENT PLAN

Check-Up Sessions | Monthly “Check-Up Sessions” will be conducted with subcontractors to assess workforce needs. The frequency of these visits may be more frequent if deemed necessary based upon the pace of the project schedule and workforce needs identified. Results will be incorporated into the monthly report.

Surveys | Throughout the course of the project, random surveys will be conducted to determine how effectively the project is progressing from the employee and subcontractor perspective.

- New hires will be encouraged to participate in a Confidential Survey during the Safety Meetings to gather demographic data for tracking purposes. New hires will be offered a QR Code that can be scanned by a phone camera and link to a voluntary survey that can be taken privately from their cell phone. The results will go directly to the Denver Construction Careers Pilot Program.

Exit Interviews | Interviews will be completed upon completion of assignments to evaluate characteristics of the overall project experience by both employees and subcontractors.

Performance Monitoring and Feedback | Project managers and supervisors will be trained to provide regular feedback that engages participants in the dialogue, to identify successful behaviors, and to identify those that deter from performance effectiveness. All subcontractors will be asked to complete this process and will receive monthly reminders. To assist in the implementation of this process, we will develop a checklist of marketable skills/experience that should be evident at various stages of the OJT experience.

Monitor Training Participation/Completion | Our Team will maintain a database to track the progress of participants through all aspects of training. Periodic feedback will be gathered from workers, site managers, and educational partners to gain insight into the learning experience.

Tracking Knowledge Gained | Every quarter, a summary of performance challenges, reconciliation efforts, and lessons learned, including strengths and areas for improvement, will be prepared. As part of this, Ames will discuss how the workforce efforts for the 56th Avenue Widening Project could be scaled and/or altered for application on other projects and related benefits. This information will also be shared with partners in the regional workforce exchange. In addition, we will solicit feedback from our workforce development participants to understand what we can do better and what is working well.

Each of the methods presented will prove effective in collecting essential data to determine how effectively we are tracking with the goals set forth by CCD.

Participant placement, development, and retention are key indicators of the workforce program’s overall effectiveness. Ames takes steps to create an environment where individuals perform effectively, advance their skills, and maintain motivation to pursue jobs within the industry. Job preparedness training, mentoring, and supportive wrap-around services are a few examples of how we will influence retention. Both quantitative and qualitative metrics will be collected and reported to assess program effectiveness throughout the project’s life.

EXHIBITS

EXHIBIT A | WORKFORCE REQUISITION



FORECAST OF JOB OPPORTUNITIES

The City and County of Denver endeavors to help job seekers overcome barriers to employment and create a diverse and inclusive environment that encourages people to enter the workforce and participate in training opportunities. The Workforce team is committed to helping you achieve your goals. Please inform us of upcoming opportunities you feel are suitable for the targeted populations.

Let’s work together to meet and/or exceed your goals for the benefit of everyone!

DATE:	REQUESTED BY:	DEPARTMENT:
-------	---------------	-------------

PRIORITY (CHECK ONE):		
<input type="radio"/> HIGH: WITHIN 1 MONTH	<input type="radio"/> MEDIUM: WITHIN 3 MONTHS	<input type="radio"/> LOW: WITHIN 6 MONTHS
APPROXIMATE HIRE DATE:	APPROXIMATE HIRE DATE:	APPROXIMATE HIRE DATE:

SCOPE OF WORK			
POSITION TITLE:	<input type="radio"/> FULL TIME <input type="radio"/> PART TIME <input type="radio"/> TEMPORARY		
JOB CLASSIFICATION:	<input type="radio"/> ADMINISTRATIVE	<input type="radio"/> LABORER	<input type="radio"/> HEAVY EQUIPMENT
JOB DESCRIPTION:			
SCHEDULE REQUIRED (CHECK ALL THAT APPLY):	<input type="radio"/> M-F ONLY	<input type="radio"/> DAYS	<input type="radio"/> 12-HOUR SHIFTS
	<input type="radio"/> WEEKENDS	<input type="radio"/> EVENINGS	<input type="radio"/> ROTATING SHIFTS
	<input type="radio"/> HOLIDAYS	<input type="radio"/> NIGHTS	<input type="radio"/> ON-CALL

QUALIFICATIONS REQUIRED		
	MINIMUM	PREFERRED
EDUCATION:		
WORK EXPERIENCE:		
OTHER:		
TARGETED POPULATIONS		
VETERANS JUSTICE INVOLVED PRE-APPRENTICE TARGETED ZIP CODES: 80204, 80205, 80216, 80219, 80223, 80239		
TANF HISTORY OF HOMELESSNESS HISTORY OF FOSTER CARE		

EXHIBIT B | REGISTRATION FORM

Ames Construction

WORKFORCE PROGRAM REGISTRATION

Ames is looking for construction workers to Join our team for work on the *56th Avenue Widening Project*. Experience is not required; training and mentorship are integral to what we do. We want to see you learn from the best and develop your career in the construction industry for years to come! Once registered, Ames' Workforce Team will facilitate next steps in the evaluation process for potential employment on the project.

Section 1 Contact Information

First Name	Last Name
Street Address (include apt. #)	
City	State / Province
Postal Zip Code	
Phone Number	Email

Section 2 Employment

Answers to these questions are only to help us prepare for your interview and has no impact on your intake process. You will have an opportunity to address answers during your meeting with a Workforce Representative.

What type of employment are you seeking?

<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time	<input type="checkbox"/> Apprenticeship	<input type="checkbox"/> Intern
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What is your level of construction experience?

<input type="checkbox"/> Entry Level	<input type="checkbox"/> Intermediate	<input type="checkbox"/> Mid-Level	<input type="checkbox"/> Senior or Management Level
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Section 3 Workforce Services

PCL's workforce program is designed to recruit a broad range of applicants without regard to past barriers to employment. We will be providing supportive services to help promote successful worker performance and ongoing development. Please check all services below that you would find helpful.

<input type="checkbox"/> Housing	<input type="checkbox"/> Training	<input type="checkbox"/> Transportation	<input type="checkbox"/> Clothing Shoes	<input type="checkbox"/> Tools
<input type="checkbox"/> Other (Please List)				

RETURN COMPLETED FORM TO: Ellen@zanninc.com

EXHIBIT C | VOLUNTARY SURVEY

DCCP Volunteer Workforce Survey Template

The City and County of Denver (the City) wants to help job seekers overcome barriers to employment and create a diverse and inclusive environment that encourages people to enter the workforce and participate in training opportunities.

The information collected below will only be used by the Denver Construction Careers Program (DCCP) to support individuals working in construction. The DCCP will report on the Program's overall success. However, no personally identifiable or individual information will be shared outside the City or with your employer.

Your participation is voluntary. However, your willingness to provide this information will help the City support you and other workers in the construction industry. If you do not wish to answer any specific question, please mark the box for "Prefer Not to Answer."

* Required

1. First Name *

2. Last Name *

3. Last four digits of Social Security number *

4. Residential Zip Code *

5. Have you served in any branch of the United States military? *

- Yes
- No
- Prefer Not to Answer

6. Have you received TANF benefits in the last 2 years? *

- Yes
- No
- Prefer Not to Answer

7. Have you served any amount of time in jail or prison after a felony conviction? *

- Yes
- No
- Prefer Not to Answer

56TH AVENUE WIDENING PROJECT WORKFORCE DEVELOPMENT PLAN

17. Please provide your phone number for WORKNOW *

18. I certify that the above answers are true and complete to the best of my knowledge. *

Format: M/d/yyyy

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms

'Target Area' Map

DEDO Target Zip Codes:

80204, 80205, 80207, 80216,
80219, 80223, 80239, 80249

Adjoining blocks and areas of
highest need:

- Low education attainment
- Higher poverty levels
- Higher unemployment

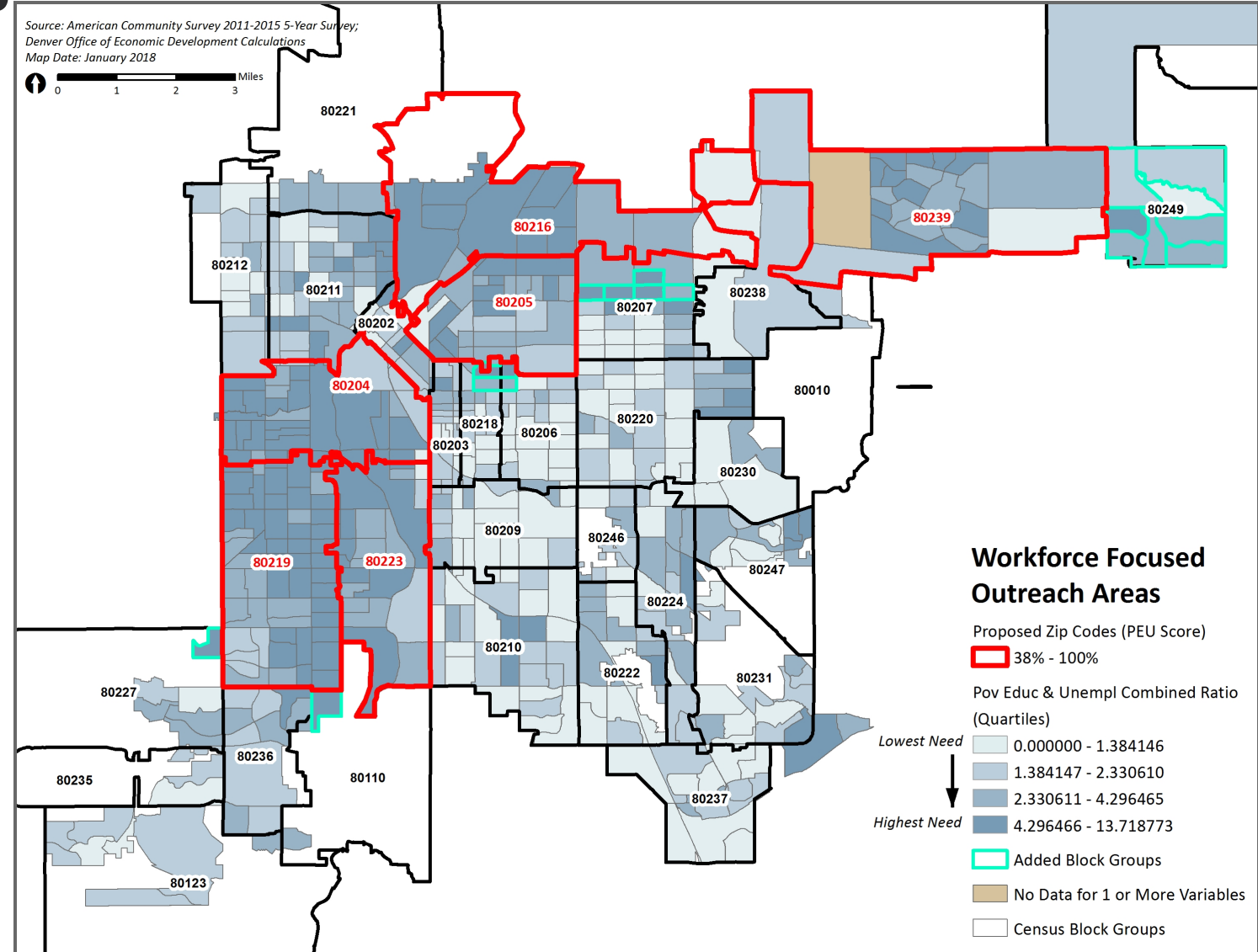


Exhibit L

Design Build Team's RFQ and RFP Response

(incorporated herein by reference)

Exhibit M

Payment and Performance Bond Form

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

PERFORMANCE AND PAYMENT BOND

Bond No. 107468323

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Ames Construction, Inc.,
18450 E. 28th Ave., Aurora, CO 80011
a corporation organized and existing under and by virtue of the laws of the State of Minnesota,
hereafter referred to as the "Contractor", and Travelers Casualty and Surety Company of America
a corporation organized and existing under and by virtue of 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 **Thirty Eight Million Seven Hundred Twenty Four Thousand Twelve Dollars and
Fifty Nine Cents (\$38,724,012.59)**, lawful money of the United States of America, for the payment of which sum,
well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing
all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to
do, perform and complete the construction of **Contract No. 202160979**, Denver, Colorado, and has bound itself to
complete the project within the time or times specified or pay liquidated damages, all as designated, defined and
described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications
therefore, a copy of said Contract being made a part hereof;

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

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

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

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

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with

this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 8 day of November, 2021.

Attest:


Secretary, **Thomas W. Bessel**

Ames Construction, Inc.
Contractor

By: 
President, Jerome T. Ouimet

Travelers Casualty and Surety Company of America
Surety


By: 
Attorney-In-Fact, Joshua R. Loftis

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

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

By: 
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: 
MAYOR

By: 
**EXECUTIVE DIRECTOR OF THE DEPARTMENT
OF TRANSPORTATION AND INFRASTRUCTURE**



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOSHUA R LOFTIS** of **MINNEAPOLIS**, Minnesota, their true and lawful Attorney(s)-in-Fact 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 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2021



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Exhibit N

Notice to Proceed (sample)

Notice To Proceed



**NOTICE TO PROCEED
(SAMPLE)**

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. 2021XXXXX – 56th Ave. Widening Peoria to Pena

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on _____ with the work of constructing contract number 2021XXXXXXXX, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of _____ calendar days, the project must be complete on or before _____.

If you have not already done so, you must submit your construction schedule, in accordance with General Contract Condition 306.2.B, to the Project Manager within 10 days. Additionally, you must submit your tax-exempt certificate, and copies of your subcontractors' certificates, in accordance with General Contract Condition 323.5, to the Project Manager as soon as possible. Failure to submit these certificates will delay processing of payment applications.

Sincerely,

By: _____
City Engineer

cc: