

**CM/GC CONSTRUCTION CONTRACT
DPL CENTRAL LIBRARY RENOVATION**

CONTRACT AND AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **GERALD H. PHIPPS, INC.**, A Colorado Corporation with an address of 5995 Greenwood Plaza Blvd, Suite 100 Greenwood Village, CO 80111 (“Contractor”), “the Contractor”, jointly “the parties.”

RECITALS

1. The City wishes to renovate the DENVER CENTRAL LIBRARY

PROJECT NAME: DPL CENTRAL LIBRARY RENOVATION

PROJECT NO.: GOBond2018Bond2018-043

CONTRACT CONTROL NO.:202053365

(the “PROJECT”)

2. In furtherance of the Project, the City has contracted with Studiotrope, LLC d/b/a Studiotrope Design Collaborative (the “Designers or Design Consultants or Consultant Team”) to perform professional architectural and engineering design services for the programming and design of the Project.

3. Pursuant to Section 20-56 of the Denver Revised Municipal Code, the City commenced on July 31, 2019, and advertised for at least three (3) consecutive days, the City’s solicitation for qualification submissions from qualified contractors for the Project.

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

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

6. Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the Executive Director of Transportation and Infrastructure who evaluated the Proposals and recommended that a contract or contracts for performance on the Project be made and entered into with the above-named Contractor. The terms “Executive Director of Transportation and Infrastructure ”, “Executive Director”, “Manager of Transportation and Infrastructure ” and “Manager” are interchangeable and shall have the same meaning.

7. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. 202053203, dated 03/06/2020, to perform preconstruction services.

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

9. Based on this performance, the Contractor is thoroughly informed about the Project and the Project design. Contractor has submitted, and the City has accepted, a GMP for the renovation of the Project.

10. As a consequence of the Project's time limitations and in order to maintain the existing Project schedule, the Contractor and the City now desire to enter into a Construction Manager/General Contractor contract (the "Construction Contract") for a Guaranteed Maximum Price (the "GMP") for all of the Work necessary to complete the Project.

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

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

1.0 PROJECT SUMMARY AND DEFINITIONS:

1.1 Project. The "Project" as used herein shall mean the:

THE DPL CENTRAL LIBRARY RENOVATION

1.1.1 The Project is located at the "Project Site" 10 W. 14th Ave, Denver, CO 80204.

1.1.2 The specific details of the Project are more particularly set forth in the "Contract Drawings and Technical Specifications" prepared by the Designer and issued for construction to the Contractor.

1.1.3 The Project shall be comprised of the following phases, implementation structure subject to City Project Manager's discretion: Phase I – Elevators, Phase II – Restroom Renovations, Phase III- Final Renovations.

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

1.1.3.4 A Phase is a distinct scope of work. There will be multiple phases, each coinciding with a revised GMP, which will only be revised to accommodate the addition of the new phase.

1.1.3.5 A Milestone is defined as a significant point at the end of the phase, and if successfully achieved, will indicate Substantial Completion of said phase, and if not, would be the date upon which liquidated damages may begin to be assessed.

1.2 Contractor Selection. In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the "DRMC"), the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City's Request for Proposals (RFP) dated October 18, 2019; and the Contractor's RFP Submittal dated November 8, 2019. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Construction Contract or the Project.

1.3 Budget. The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the "Budget") originates from different sources; City funding budget is **THIRTY THREE MILLION AND 00/100 dollars (\$33,000,000.00)**, and is subject to increase or decrease at the sole discretion of the Executive Director of The Department of Transportation and Infrastructure , Fundraising Budget is anticipated to be **TWELVE MILLION AND 00/100 dollars (\$12,000,000.00)** for a total anticipated Budget for this contract of **FORTY-FIVE MILLION DOLLARS (\$45,000,000.00)**. The Contract further acknowledges and accepts that the GMP Work must be completed within the construction budget. As part

of this acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the Design Consultant to develop the Project and its various components for construction and ultimately construct the Project so as not to exceed the limited funds available in the Project Budget.

1.4 Project Format. In the performance of this Construction Contract, the Contractor acknowledges and accepts that scope and schedule are critical for Project delivery. Based on these considerations, the City has elected to utilize a Construction Manager/General Contractor (“CM/GC”) project delivery approach and will fast track the Project.

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

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

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

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

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

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

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

1.5.4 Whenever costs are more than or less than the allowances, the GMP shall be adjusted accordingly by change order or cost adjustment from the Owner’s Contingency. The amount of the change order shall reflect the difference

between actual costs and the allowances. If actual costs exceed allowances, the change order shall include Fee on the difference in accordance with allowable Contractor Fee under the Construction Contract.

1.6 Contingency.

1.6.1 Construction Contingency Amount. The GMP will include a construction contingency for the entire scope of the GMP Work. The Construction Contingency will be established as part of the GMP at the start of each phase. The Construction Contingency will be increased with the addition of each phase. The amount of increase to the Construction Contingency is subject to the approval of the Project Manager.

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

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

1.6.4 Owner's Contingency Amount. The Owner's Contingency shall be outside of the GMP and will be determined at the approval of each GMP revision. ("Owner's Contingency"). Adjustments to owner's contingency to be made by written approval by the Project Manager. The Owner's Contingency will be adjusted at the Owner's sole discretion with the addition of each phase.

1.6.5 Owner's Contingency Accounting. The Owner's Contingency will be used at the sole discretion of the City for changes to the scope of work that are initiated and requested by the City, 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.

1.6.6 Bid Contingency Amount. The GMP will include a Bid Contingency for the entire scope of the GMP Work. The Bid Contingency will be established as part of the GMP at the start of each phase. The Bid Contingency will be increased with the addition of each phase. The amount of increase to the Bid Contingency is subject to the approval of the Project Manager.

1.6.7 Bid Contingency Accounting. During the buyout process, some GMP line items may exceed the estimated amounts and others may underrun the estimated amounts shown in the GMP Proposal without impacting the overall GMP. The Contractor may charge to the Bid Contingency overruns and underruns during the buyout of the project. The Bid Contingency shall be increased to the extent that there are underruns in budget items included in and limited by the GMP amount. Excess Bid Contingency shall be transferred to the Owner's Contingency at a mutually agreeable time when the majority of subcontracts for the particular phase are in place. Excess Bid Contingency for each phase will not be added to the Bid Contingency for the following phases. The Contractor shall receive written approval from the Project Manager for each charge to or credit from the Bid Contingency and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

1.7 Design Consultant. The “**Design Consultant**” or “**Designer**” as used herein shall mean the legally approved professional architect/engineer, or group or association or professional corporation or joint venture of such approved professional architects, engineers and/or consultants, who have contracted with the City to accomplish the architectural, engineering and other design and related technical services necessary to complete the Project. The Project Design Consultant is: Studiotrope, LLC. In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.

1.8 User Agency. The “User Agency” as used herein shall mean the City agency currently responsible for the operation and maintenance of the Project. The User Agency is the City and County of Denver Department of Transportation and Infrastructure .

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

2.0 CONTRACT DOCUMENTS:

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

This CMGC Construction Contract

Advertisement of Notice of Invitation for Qualifications, dated July 31, 2019 (incorporated herein by reference)

Request for Proposals (RFP), dated October 18, 2019 (incorporated by reference)

Contractor Response to RFP, dated November 8, 2019 (incorporated by reference)

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

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

Minority/Women Owned Business Enterprise Program Compliance Plan (attached as **Exhibit C**)

Preconstruction Services Agreement, dated March 6, 2020 (incorporated by reference as **Exhibit D**)

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

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

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

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

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

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

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

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

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

Equipment Rental Rates (to be later attached as **Exhibit N**)

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

General Conditions Expenses (attached as **Exhibit P**)

Accepted GMP Proposal and Accepted Revised GMP Proposals (each subsequent proposal shall be incorporated by reference when approved with an executed Appropriation and Encumbrance Form) (attached as **Exhibit Q**)

Accepted Self-Performed Work Proposal (and future phased Accepted Revised Self Performed Work Proposals incorporated herein by reference) (attached as **Exhibit R**)

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

Rolling Owner Controlled Insurance Program ("**ROCIP**") Documents which include Insurance Requirements, CCD ROCIP Insurance Manual, ROCIP Safety Manual(attached as **Exhibit T**)

Executed Appropriation and Encumbrance Form, (and additional phased Executed Appropriation and Encumbrance forms incorporated by reference) (attached as **Exhibit U**)

Workforce Plan (attached as **Exhibit V**)

Workforce Target Areas (attached as **Exhibit W**)

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

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

2.2.2 the Special Conditions

2.2.3 the General Contract Conditions;

2.2.4 the Basis of the GMP Work Proposal,

2.2.5 the Technical Specifications;

2.2.6 the Contract Drawings; and

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

2.3 The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the

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

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

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

3.0 SCOPE OF WORK:

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

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

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

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

3.2.2.1 GMP Scope of Work. The Contractor shall perform all Construction Services, as set forth in the GMP Proposal, which is attached as **Exhibit Q**. The GMP will be modified with the addition of each phase to reflect only new work for the new phase.

(Note: The City may in its sole discretion elect to complete the Project using multiple bid packages.

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

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

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

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

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

3.3.4 Finally, the Contractor represents that it has reviewed the Contract Drawings and Technical Specifications, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints as modified by value engineering suggestions, budget adjustments and cost cutting measures suggested by the Contractor as of the date(s) of the accepted GMP Proposal, is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

4.0 RELATIONSHIP OF THE PARTIES:

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

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

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

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

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

Department of Transportation and Infrastructure Project Manager:

Curt Winn 720.913.4598

5.0 COORDINATION AND COOPERATION:

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

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

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

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

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

6.0 CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES:

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

6.2 Construction Time. The term “Construction Time” is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Construction Time shall be defined in each Accepted GMP Proposal.

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

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

Liquidated damages will be assessed if the work required by a phase is not substantially complete by the milestone set for that phase. A milestone will be established for each phase.

Liquidated Damages Table

Amount Per Day	Substantial Completion	\$1000.00
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The parties agree that the foregoing amounts shall be the full amount of liquidated damages recoverable against the Contractor by the City for the Contractor’s breach of its covenants of timely performance hereunder. The amount so determined shall be the full, agreed upon and liquidated damages recoverable against the Contractor by the City for the Contractor’s breach of its covenants of timely performance hereunder. The provisions of this Section shall not limit the rights and remedies of the City pursuant to the General Conditions.

7.0 SUBCONTRACTS AND OTHER AGREEMENTS:

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

7.2 Self-Performed Work.

7.2.1 Upon prior written approval of the Project Manager, the Contractor may compete for designated Subcontractor or Supplier Work packages. Should the Contractor submit a proposal for any such package, such proposal shall be submitted directly to the Project Manager prior to any proposal deadline and all bid or selection requirements specified in **Exhibit R** shall apply to proposal or bid opening and evaluation. The Project Manager shall review with the Contractor all bids submitted where the Contractor has submitted a bid and shall make the final award after consultation with the Contractor. The City must approve any Self-Performed Work award to the Contractor. The Contractor shall perform for the Contractor's lump sum bid amount on the basis of a Stipulated Lump Sum Subcontract, which shall also be subject to City review and written approval of the Project Manager prior to commencement of any Self-Performed Work, but shall not be subject to the cost of work limitations of the Contract Documents.

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

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

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

8.0 Workforce Requirements.

8.1 Objectives of Expanded Pilot Program. The City is committed to developing and implementing an Expanded Pilot Workforce Program for the **Denver Central Library** 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.

8.2 Targeted Categories. “Targeted Categories” are the Targeted Areas and Targeted Populations defined below.

8.3 Targeted Areas. “Targeted Areas” are economically disadvantaged areas of the City identified by zip code on the map attached as **Exhibit W**.

8.4 Targeted Populations. “Targeted Populations” are:

8.4.1 Veterans. A “Veteran” is any person who has served any amount of time in any branch of the United States Armed Forces.

8.4.2 Formerly Incarcerated Individuals. A “Formerly Incarcerated Individual” is anyone incarcerated for any amount of time because of a felony conviction.

8.4.3 TANF recipients. Individuals who have been Temporary Assistance for Needy Families (“TANF”) Recipients within the last two years.

8.4.4 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.

8.4.5 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.

8.4.6 Graduates of pre-apprentice programs approved by the City’s Office of Economic Development in partnership with WORKNOW.

8.5 Apprenticeship.

8.5.1 Overall Apprenticeship Requirement. Fifteen percent (15%) of Construction Hours will be performed by apprentices in registered apprenticeship programs (“Overall Apprenticeship Requirement”).

8.5.2 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”).

8.5.3 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”).

8.5.4 Apprentices may be counted in all applicable categories for purposes of meeting the requirements in 8.5.1, 8.5.2 and 8.5.3.

8.5.5 “Construction Hours” are the hours of every worker, mechanic or other laborer employed by Contractor or its subcontractors in the work of construction, alteration, improvement, maintenance or demolition as documented in LCPtracker.

8.6 Failure to Achieve Overall Apprenticeship Requirements.

8.6.1 Contractor must exercise good faith efforts to meet or exceed the Overall Apprenticeship Requirement. Contractor’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 Contractor. If Contractor does not meet or exceed the Overall Apprenticeship Requirement at Substantial Completion, the City will reduce contractor's final payment by \$29 for each hour of apprentice work not achieved as reflected by LCPtracker up to a maximum of \$200,000.00. Contractor's final payment shall not be reduced if it negotiates and the City approves a compliance plan.

8.7 Workforce Platform. Contractor shall utilize the City's common workforce platform ("WORKNOW") and coordinate its workforce efforts with any supporting program.

8.8 Workforce Plan. Contractor's approved Workforce Plan is attached as **Exhibit V**. Contractor shall comply with all requirements of its approved Workforce Plan. The approved Workforce Plan shall at a minimum address:

8.9 Specific additional actions Contractor will take to increase outreach, training, job opportunities and employment in Target Categories.

8.10 Contractor's commitment to coordinate and interface with WORKNOW.

8.11 Specific actions Contractor will take to meet the City's Apprenticeship Requirements.

8.12 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.

8.13 A Workforce coordinator who will be the central point of contact for workforce issues.

9.0 COMPENSATION.

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

9.1.1 Cost of wages paid for labor in the performance of the Work at the site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the prevailing wage rates established by the City and County of Denver for construction projects, as set out in DRMC Section 20-76, and in effect at the time that the GMP is established. In the event the prevailing wage rates are increased in accordance with DRMC Section 20-76, on the anniversary date of this Construction Contract, these increases shall also be included as a cost of the work. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel referenced in this paragraph and paragraphs 8.1.17 and 8.1.18 shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth on Prevailing Wage Rate Schedule, attached as **Exhibit F**, or as appropriate charges at the stipulated fixed rates set forth on the Billing Rates for Salaried Personnel attached as **Exhibit O**.

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

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

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

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

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

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

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

9.1.9 The cost of the premiums for all bonds that the Contractor is required to procure by this Construction Contract. The costs of the premiums for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's written approval shall be charged as a Cost of the Work at the stipulated fixed percentage of 0.67% of the Cost of Work, and all deductibles that are attributable to this Construction Contract, including equipment insurance deductibles.

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

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

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

9.1.13 Cost of removal of all debris from the Site.

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

9.1.15 Cost incurred by the Contractor in repairing or correcting defective, damaged or nonconforming work, provided that such defective, damaged or nonconforming work was beyond the control of the Contractor, Subcontractors, or Suppliers, or caused by the ordinary mistakes or inadvertence, and not the negligence of the Contractor's or any Subcontractor's or Supplier's supervisory personnel. If the costs associated with such defective, damaged or nonconforming work are recoverable from insurance or Subcontractors or Suppliers, the Contractor

shall exercise its best efforts to obtain recovery from the appropriate source and credit the Cost of the Work if recovery is obtained.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.2.1 Salary of any officer of the Contractor.

- 9.2.2 Salary of the Contractor's employees stationed at the Contractor's main office not working on the Project.
- 9.2.3 Overhead, profit and general expenses of any kind except as included in the Contractor's Fee.
- 9.2.4 The capital expenses of the Contractor, including interest on capital employed for the work.
- 9.2.5 Expenses of the Contractor's principal office and offices, other than the Site office.
- 9.2.6 Costs incurred by the Contractor in situations where such costs may be covered by insurance or recoverable from a Subcontractor or Supplier, if the Contractor failed to use its best efforts to obtain such insurance proceeds or recovery from the responsible Subcontractor(s) or Supplier(s).
- 9.2.7 Expenses incurred for relocation and temporary living expenses of personnel required for the Work, or when such relocation is for the convenience of the Contractor.
- 9.2.8 Any cost that would cause the GMP to be exceeded.
- 9.2.9 Any costs not specifically included in the Cost of the Work, Section 8.1.
- 9.2.10 Costs of retesting non-conforming Work.

9.3 Contractor's Fee. The "Contractor's Fee" (the "Fee") to be paid to the Contractor and included in the GMP shall be a lump sum amount defined in the breakdown of Exhibit Q, the Guaranteed Maximum Price Proposal, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

9.4 Guaranteed Maximum Price.

9.4.2 Guaranteed Maximum Price. The GMP shall be established at the time the GMP proposal is accepted by the City and incorporated herein as **Exhibit Q**, subject to adjustments as provided in the Contract Documents.

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

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

9.6 Construction Contract Amount and Funding. In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount to be paid by the City to the Contractor under this Agreement shall not exceed **Forty-Five Million Dollars (\$45,000,000.00)**. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

10.0 DISPUTE RESOLUTION:

It is the express intention of the parties to this Construction Contract that all disputes of any nature whatsoever regarding the Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to

the provisions of Section 56-106, DRMC or, with respect to appropriate issues involving Small Business Enterprise contracting, by Section 28-33, DRMC. The Contractor expressly agrees that this dispute resolution process is the sole and only dispute resolution mechanism that will be recognized and employed by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its Subcontractors or Suppliers.

11.0 ADDITIONAL PROVISIONS:

11.1 No Discrimination in Employment. In connection with the performance of the Work under this contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts.

11.2.1 Insurance. In addition to the requirements and obligations set forth in Title 16, the Contractor shall comply with the insurance requirements set forth in Special Condition 30, **Exhibit B** and see **Exhibit S and Exhibit T**.

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

11.2 Compliance with Minority/Women Owned Business Enterprise Requirements. This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C. 2014), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of **(18%)** established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Small Business Enterprise Compliance Plan (attached and incorporated herein as **Exhibit C**). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

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

11.4 Payment of City Minimum Wage: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum

Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

11.6 Appropriation and Encumbrance 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, paid into the Treasury of the City and encumbered for this contract. As of the date of this Construction Contract, **THREE MILLION SEVENTY THOUSAND EIGHTY Dollars (\$3,070,080.00)** have been appropriated and encumbered for this Construction Contract. The Project Manager will notify Contractor when additional funds are appropriated and encumbered for this Construction Contract by providing Contractor with a fully executed Appropriation and Encumbrance Form – attached as **Exhibit U**. The Appropriation and Encumbrance Form is only valid when signed by the Project Manager and the Chief Financial Officer or his/her designee. Any work performed or costs incurred by Contractor exceeding the total amount appropriated and encumbered for this Construction Contract as stated or increased by subsequent fully executed Appropriation and Encumbrance forms is done without authorization and at Contractor's sole risk.

11.7 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 and encumbered 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 a fully executed Appropriation and Encumbrance Form that a an appropriation and encumbrance 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 and encumbered 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 and encumbered 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.

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

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

11.10 Conflict of Interest. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the City further agrees not to hire or contract for services with any official, officer or employee of the City or any other person which would

be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

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

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

11.13 Proprietary or Confidential Information.

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

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

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

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

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

If to the Contractor:
Todd Ruff
G.H. Phipps Construction Companies

5995 Greenwood Plaza Blvd. Ste 100
Greenwood Village, CO 80111

If to the City:

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

With a copy to:

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202053365-00
Contractor Name: GERALD H PHIPPS 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-202053365-00
GERALD H PHIPPS INC

By:  E29CE85FDC6145C...

Name: Todd Ruff
(please print)

Title: Vice President, Preconstruction
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

General Contract Conditions

(incorporated by reference; table of contents 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 B

Special Contract Conditions

EXHIBIT B
SPECIAL CONTRACT CONDITIONS

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

SC-1 CONSTRUCTION SPECIFICATIONS

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

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

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

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

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

Building Code of the City and County of Denver

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

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

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

<https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources/general-contract-conditions.html>

<https://www.denvergov.org/content/denvergov/en/denver-department-of-public-works/documents/standards-details-manuals.html>

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

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

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

SC-2 EXECUTIVE DIRECTOR

General Condition 112 Manager is hereby deleted in its entirety and replaced with the following:

“Executive Director” means the Executive Director of Aviation, if the Contract is entered into under the authority of the Department of Aviation; or it means the Executive Director of the Department of Transportation and Infrastructure, if the Contract is entered into under the authority of the Department of Transportation and Infrastructure. The department is identified in the Contract Documents. Whenever the term “Executive Director” is used in the Contract Documents, such term refers only to the Executive Director of Aviation or the Department of Transportation and Infrastructure, as appropriate, and not to any individual to whom the Executive Director has delegated authority.

SC-3 CITY DELEGATION OF AUTHORITY

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

Denver Department of Transportation and Infrastructure / Engineering Division,

Project Manager Curt Winn 720.913.4598

SC-4 CONTRACT AMOUNT; BID PRICE, GUARANTEED MAXIMUM PRICE

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

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

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

SC-5 TIME OF BIDDING; TIME OF CONTRACTING

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

SC-6 CONTRACT DOCUMENTS

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

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

SC-7 CONTRACT TIME

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

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

SC-8 DEPUTY MANAGER/CITY ENGINEER

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

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

SC-9 SUBCONTRACTOR

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

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

SC-10 WORK

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

The terms “Scope of Work” or "Work" as used herein shall mean all Preconstruction and Construction Phase services required by or inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, management, administration,

supervision, materials, supplies, manufactured components, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

SC-11 WORKING HOURS AND SCHEDULE

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

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

date, of any activities in the schedule. Float or slack is not time for the exclusive use or benefit of either the Contractor or the City.

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

SC-12 CONTRACTOR SUPERINTENDENT

General Condition 307, CONTRACTOR'S SUPERINTENDENT, is hereby deleted in its entirety and replaced by the following:

The Contractor shall employ and designate to the Deputy Manager in writing a competent Project Manager, Project Quality Manager, and Superintendent. The qualifications of these staff shall be acceptable to the Deputy Manager. The Project Manager and Superintendent shall serve on a full-time basis at the Work site and shall be authorized to act on behalf of the 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 Contractor or they become sick or disabled.

SC-13 SUBCONTRACTOR ACCEPTANCE

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

1. Except as provided in the City's Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), or Minority and Women Business Enterprise (M/WBE) contracting requirements, the City recognizes that prior to bidding, the bidder may not have been able to negotiate for all portions of the Work which the bidder proposes to subcontract. The City will, therefore, permit the successful bidder to propose additional Subcontractor(s) at any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such SBE, DBE, or M/WBE requirements are adhered to, including, if applicable, the Contractor's SBE or M/WBE Compliance Plan. If the proposed Subcontractor(s) are acceptable and the City, by letter to the Contractor, approves of the Subcontractor(s), the Contractor may enter into agreements with these parties. If any proposed Subcontractor(s) are not acceptable to the City, the Contractor must submit for City approval the names of substitute Subcontractors.
2. Each Subcontractor which the Contractor expects to perform Work must be accepted in writing by the Project Manager before the Subcontractor begins work. The acceptance or rejection of any proposed Subcontractor shall be at the Project Manager's sole discretion. The reasons the Project Manager may use for not accepting a Subcontractor include, but are not limited to, the following:
 - A. Default on a contract within the last five (5) years.
 - B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.

- C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
 - D. Significant or repeated violations of Federal Safety Regulations (OSHA).
 - E. Failure to have the specific qualifications listed in the Contract Documents for the work that the Subcontractor will perform.
 - F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
 - G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
 - H. Conviction, plea of nolo contendere, entry into a formal agreement admitting guilt or entry of a plea of guilty or otherwise admitting culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, anti-trust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Subcontractor's business, on the part of Subcontractor's principal owners, officers, or employees, within the last five (5) years.
 - I. Failure to pay taxes or fees to the City.
 - J. Evidence that the Subcontractor was selected by the Contractor through the process of bid shopping, dishonesty or buyout.
3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.
4. This Title 5 does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any Subcontractor. The acceptance or rejection of a proposed Subcontractor shall not create in that Subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the work of any Subcontractor.

SC-14 PAYMENT PROCEDURE

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 for this Project. Contractor further agrees that, to the fullest extent possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor

through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Department of Transportation and Infrastructure	Curt Winn	720.913.4598

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

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

In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND/OR** the Contractors' Certification of Payment Form. The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment, both of which must be used are attached.

SC-15 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS

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

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

SC-16 APPLICATIONS FOR PAYMENT

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

1. Each complete application shall contain a list of Subcontractor and material invoices. If requested by the City, the Contractor will furnish the City with invoices shown on the lists which accompany any application for payment.
2. Application for payment shall be based on approved Cost of the Work items incurred, completed and/or certified by the Contractor. The application shall specify the Cost of the Work so certified as having been incurred by the Contractor for Work performed during the preceding period. The Contractor's Fee shall be paid based on the actual Cost of Work items incurred. Each application for payment shall also be accompanied by a written schedule of values which sets out the Cost of the Work for the Project together with the Contractor's accounting of the percentage of completion of each line item of Cost of the Work of which the City is liable to pay the Contractor.
3. The Contractor shall certify in writing with each application for payment that to its knowledge the Project will be completed at a cost within the Guaranteed Maximum Price, as modified by phases, and shall identify with reasonable particularity any circumstances which could result in the total cost to the Contractor (including Fee) in completing the Project exceeding the Guaranteed Maximum Price.
4. Reserved
5. Each application for payment for materials or equipment stored on or off the Project site shall be accompanied by bills of sale to establish the City's title to such material or equipment free and clear of liens and encumbrances; evidence of property insurance covering such materials or equipment; evidence, as to material and equipment stored off the Project site, that the same have been properly labeled as the City's property and segregated from the vendor's other inventory; and, if required by the City, contracts and financing statements sufficient to create a security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.
6. Each progress payment application shall show each Subcontractor or Supplier participating in the Work completed during the previous progress period and the dollar amount of such participation. The Contractor will assure that the Subcontractors and/or Suppliers are filing for and are being paid for only the value of materials and services delivered and performed upon or incurred for the Project and that the Subcontractors and/or Suppliers are not over-billing for the effort performed. The Contractor shall, prior to or with the submission of each application for payment, furnish to the City proper evidence accounting for the distribution to Subcontractors and/or Suppliers of funds received under prior applications together with proper releases and waiver, in form and content acceptable to the City, obtained in connection therewith.
7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such

Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.

8. Each application for payment shall be signed. Such signed application for payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the payment application has been properly incurred, is a proper charge and has not been the basis of any previous application (except as otherwise noted); that the money received as a result of the application will be used to discharge the Contractor's obligations under the Contract; and that the Contractor is entitled to payment in the amount requested. The Project Manager or the Design Consultant, as appropriate, must also verify and certify the estimate of Work completed prior to any acceptance by the City.
9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.
10. The Contractor shall not include in its application for payment any billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.
11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.
12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.
13. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.
14. Discounts, Rebates And Refunds. Cash discounts obtained on payments made by the Contractor shall accrue to the City if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefore from the City, or (2) the City has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they can be secured. Amounts which accrue to the City herein shall be credited to the City as a deduction from the Cost of the Work.

SC-17 RETAINAGE AND FINAL SETTLEMENT

General Condition 908 RETAINAGE is amended as follows

.1 The City shall deduct and retain a total of five percent (5%) from the total amount of approved applications for payment for each phase. The City may also deduct in addition to retainage as stated above, the additional amount(s) of any and all outstanding claims pursuant to CRS §38-26-107 from each approved application for payment.

.2 After ninety-five percent (95%) of the Work has been satisfactorily accomplished by the Contractor, the Manager of the Department of Transportation and Infrastructure, in his sole discretion, may decrease the retained amount to a level that is no less than twice the value of the estimate of remaining Work. This GC 908.2 shall not apply to Department of Aviation construction Contracts.

.3 Execution of the Contract by the Contractor shall constitute a waiver by the Contractor to claim any right of payment of interest upon any such retained funds, or to claim any right of payment of interest upon funds withheld under the provisions of CRS §38-26-107.

.4 Retainage may, at the discretion of the Manager of the Department of Transportation and Infrastructure, be released for a subcontractor whose work on the project is complete and accepted and where Consent of Surety is received to do so.

SC-18 ADJUSTMENT OF CONTRACT AMOUNT

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

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

equipment when Work could have been performed in other locations or when the number of workers or amount of equipment provided exceeded the number or amount required to perform the Work, unsatisfactory Work, or Work which may be or was performed concurrently with the changed Work and which cannot be easily segregated from the changed Work .

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

- A. Direct Labor The actual net, direct increase or decrease in the cost of the Contractor's labor. Such cost shall include only the cost associated with the workers who actually perform the changed Work. The cost of supervision, management and field or office overhead shall not be included or calculated as a direct labor cost. For shop work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.
- B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, ie social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.
- C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.
- D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):
 - (1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.

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

E. Mark Up For Overhead And Profit.

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

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

3. Totals as Equitable Adjustment. The Contractor agrees that the total of the above items constitute an equitable adjustment for any and all costs or damages resulting from a change.

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

SC-19 SURETY BONDS

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

1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Director and the City Attorney.

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

SC-20 CONSTRUCTION INSPECTION BY THE CITY

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

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

3. When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

SC-21 AUTHORITY OF INSPECTORS

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

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

SC-22 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY

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

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

- F. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to the Contract.
3. Except as provided herein, any inventory resulting from the termination of the Contract may, with written approval of the Director, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the City.
4. Upon receipt of notice of such termination, the Contractor shall submit to the Project Manager a request for final payment, in a form and with certification prescribed by the City. Such request shall be submitted promptly but in no event later than sixty (60) Days from the effective date of termination, unless extended in writing by the Project Manager upon the written request of the Contractor within such sixty (60) Day period.
5. The final payment to the Contractor after a termination for convenience shall be calculated by adding the following amounts:
 - (1) Any actual costs incurred by the Contractor since the last approved pay request that are reimbursable as a Cost of the Work plus the proportionate Fee on such costs;
 - (2) The actual costs incurred by the Contractor for terminating the Work and for protecting the Work in the manner, if any, directed by the City, plus the proportionate Fee on such costs; and
 - (3) The amount of retainage withheld by the City to date.
6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.
7. The Director may, from time to time, under such terms and conditions as the Director may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.
8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.
9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the

Contract under this G.C. 2202. The Contractor shall, as requested by the City, furnish clear copies of any such materials.

10. In the event the parties fail to agree in whole or in part on the amount or amounts to be paid to the Contractor in connection with the termination of work pursuant to this G.C. 2202, the Contractor may appeal the Project Manager's determination as to the amount owed in accordance with Title 13, except that, if the Contractor has failed to submit its request for payment within the time provided above and has failed to request an extension of such time, it shall have no such right of appeal.

SC-23 SUBCONTRACTS

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

SC-24 RESERVED

SC-25 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

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SC-26 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-27 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-28 DEBARRED SUBCONTRACTORS PROHIBITED

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

SC-29 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-30 INSURANCE

1. Insurance. General Condition 1601 is hereby deleted in its entirety and replaced with the following: The City intends to utilize a Rolling Owner Controlled Insurance Program ("**ROCIP**") for this Project. The proposed requirements for this program are attached as **Exhibit T**. Contractor shall strictly comply and insure that its subcontractors comply with the requirements of the ROCIP program as finalized. The final ROCIP requirements are hereby incorporated by reference into this Agreement. Contractor will contact the City's Risk Management Office ("Risk") before finalizing each task to determine if any additional coverage at the task level will be required. Contractor will provide documentation requested by Risk, including the scope of work, location where work will be performed and known projects risks so that Risk can determine what additional insurance coverages, if any, will be required for that work. Additional coverages may include, but are not limited to, Builder's Risk or Installation Floater, Flood, Contractors Pollution Liability, Professional Liability, and/or Railroad Protective Liability Insurance. Contractor will obtain, or require that its subcontractors obtain, additional phase specific coverage required by Risk. Contractor will provide the City with a certificate of insurance, preferably an ACORD certificate, confirming that the required coverage, at the required limits, is in place before starting work. Certificate(s) of insurance for any additional coverage will be attached to each task. Any coverage that Contractor or its subcontractors are required to purchase and any additional insurance required on a task basis shall comply with the following requirements:

2. General Conditions. Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

3. Proof of Insurance. Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit S**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. 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 Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

4. Additional Insureds. For Commercial General Liability, Auto and Additional Coverage at the phase level Contractor and subcontractor's insurer(s) shall include the City and County of Denver and its elected and appointed officials, employees and volunteers as an additional insured.

5. Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

6. Additional Provisions.

6.1 For Commercial General Liability, the policies must provide the following:

6.1.1 That this Agreement is an Insured Contract under the policy;

6.1.2 Defense costs are outside the limits of liability;

- 6.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- 6.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- 6.1.5 For claims-made coverage:
- 6.1.6 The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- 6.1.7 Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

SC-31 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE (REPLACES GENERAL CONTRACT CONDITION 203)

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. For purposes of this 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-32 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 will become the Executive Director of Transportation and Infrastructure. Manager of Public Works, Executive Director of Public Works and Manager of Transportation and Infrastructure and Executive Director of Transportation and Infrastructure will have the same meaning for purposes of this Agreement.

[END OF PAGE]

Exhibit C

Minority/Women Owned Business Enterprise Program Compliance Plan



**MWBE PROGRAM
AND
COMPLIANCE PLAN**

March 6, 2020



TABLE OF CONTENTS

1.0. COMMITMENT.....	1
2.0 MWBE PROGRAM AND COMPLIANCE PLAN APPROACH.....	1
3.0 MWBE PROGRAM COMPONENTS	7
3.1 OUTREACH AND COMMUNICATION	7
3.2 PROCUREMENT STRATEGY	10
3.3 CONTRACT AWARD	12
3.4 COMPLIANCE MONITORING, TRACKING AND REPORTING	13
3.5 SUPPORTIVE SERVICES	
3.6 CAPACITY BUILDING.....	18
4.0 MWBE PROGRAM NEXT STEPS	19



1.0 COMMITMENT

GH Phipps is committed to implementing a comprehensive and innovative MWBE Program on the Denver Public Library Project (DPL). Because of our commitment to MWBEs, we will establish and maintain proactive communication to maximize participation on the Project by MWBE subconsultants, subcontractors, and suppliers.

It is GH Phipps's philosophy that the success of the MWBE Program hinges on the development and implementation of a well-managed Compliance Plan (CP) and dedicated resources on a continual basis that creates an impactful program. GH Phipps's MWBE Program efforts through the use of Denver's MWBE program, will be developed and executed by the the GH Phipps's Team, including the Project Manager, Preconstruction Manager, MWBE Coordinator and Project Coordinator, who will bring their collective talents, experience, and lessons learned on other projects. To that end, our efforts will contribute to efficient and effective program execution.

We will encourage subcontractors and suppliers to involve MWBE participation throughout the preconstruction procurement process. We will encourage substantive MWBE participation while maintaining focus on the Denver Public Library's schedule, budget and most importantly, the care and safety of their visitors and staff.

We value the inclusion of MWBEs on the project and will maximize the opportunity to achieve and/or exceed the Goal of 18% MWBE Participation.

2.0 MWBE PROGRAM and COMPLIANCE PLAN APPROACH

GH Phipps will build on previous success and present strategies to achieve successful working relationships within the small business community through outreach events, small group discipline opportunity sessions, and MWBE "Office Hours" which are one-on-one meetings with appropriate GH Phipps team member. The GH Phipps Team will continue to build upon these relationships to identify and include MWBE firms throughout the duration of the Denver Public Library Project.



Key Personnel / Components / Duties

Mark Hawk (Preconstruction) – Will complete Outreach and Preconstruction Services
Adam Tormohlen (Project Manager) and Maurice “Moe” Cole – Will complete Monitoring
Contract Bidding and Awards, Monitor/Track MWBE Utilization, Monitor/Track Prompt
Payment, Supportive Services: as detailed in Section 3.4 below.

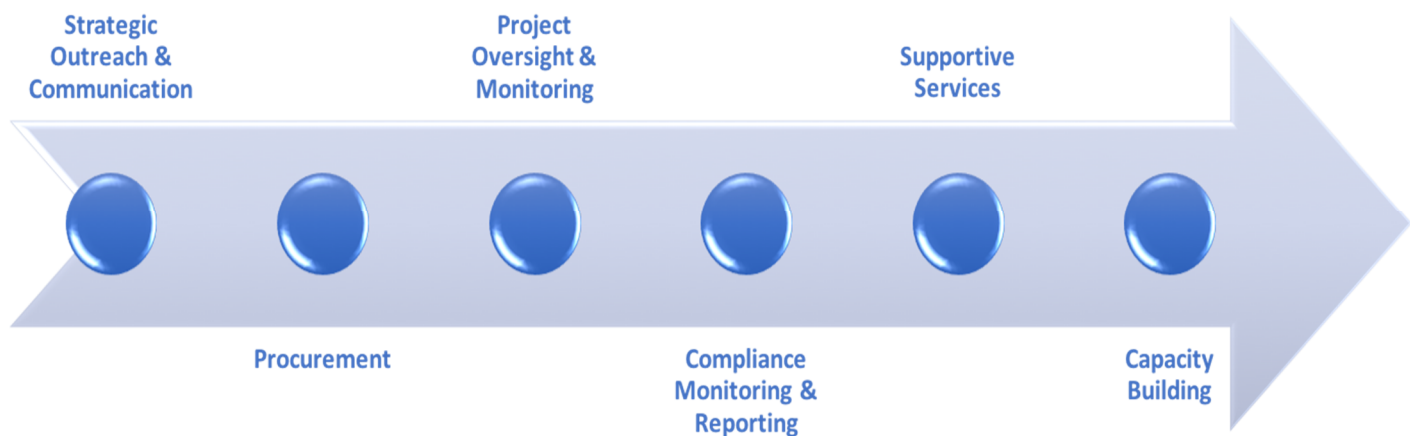
Maurice “Moe” Cole is our MWBE Program Coordinator and will be supported by
Suzanne Arkle, President & CEO of ZANN, Inc. (MWBE). ZANN also, serves as GH
Phipps, Corporate Business Diversity and Inclusion (D & I) Advisor, and will collaborate
with leadership to design an overall approach to small business engagement for all
projects and is identified as the Diversity & Inclusion expert for this project. Ms. Arkle
brings over 25 years of expertise and knowledge of developing and executing small
business programs on mega projects. This also includes knowledge of regulatory
guidelines that impact the MWBE programs and best practices that lead to successful
outcomes. Suzanne has directed the utilization of over \$3.9 Billion on projects valued
over \$13 Billion.

Overall our collaborative Team will work together through the Project Life Cycle at
Denver Central Library and roles and responsibilities will address the different stages
of the project. Generally speaking Moe Cole, along with the GH Phipps Project Team,
will lead the day to day tasks of project specific outreach, contract compliance, tracking
and reporting, etc. Suzanne’s experience and leadership will be front and center in
fostering high level strategy and overall planning throughout the project life cycle, thus
allowing the GH Phipps Team to then execute this strategy.

GH Phipps’s leadership has determined there is a need to develop consistent
application of small businesses on all projects and will use the Denver Public Library
Project as a pilot to build upon a Corporate Business Plan. In order to reach this



objective, a comprehensive **MWBE Program which includes the MWBE Compliance Plan** will be developed and implemented. To initiate the start of small business engagement, Letters of Intent (LOIs) will be submitted to DSBO. The MWBE Program includes the following components and will flow down to all tiers:



While we know there are always challenges to any project, we want to transform into opportunities. The key challenge presented by the Denver Central Library renovation project is not the specific nature of the work, we have significant experience with occupied public building renovations and have extensive knowledge of the subcontractor/supplier market. Examples of challenges and opportunities are below:

- The challenge is presented by the administrative requirements of the project as contrasted with work available to the MWBE community in the private market. The requirements of the ROCIP, the HSSE program and Workforce Development requirements can make the project less attractive despite the call to serve the City on a signature a project.
- However, we have the necessary relationships and the experience administering a City project that will enable our trade partners to step forward and be a part of this significant project.



- We will structure each bid package into economically feasible units in order to facilitate MWBE participation and to disperse work among many small businesses thereby providing growth and development opportunities for MWBE firms. This will be accomplished by requesting subcontractors to provide pricing for specific packages in our Proposal Form; an example is as follows (pending final design completion):
 - Early Bid Packages (Restroom Upgrades)
 - Base Bid – Interiors Package
 - Base Bid – Exteriors Package
 - Alternates – As defined by design team/Owner

In addition, GH Phipps knows that developing successful partnerships that provide MWBE companies with the education and experience to build capacity is paramount to our success on the Project. Our experience has also shown us continuous communication of project information is critical to small business success. We will develop a flowchart of project Points of Contact and an Escalation Tree to ensure transparent and timely communication of challenges/issues. The flowchart will include Adam Tormohlen (Project Manager) as the main point of contact with support from Moe Cole.

Following Contract Award and Notice to Proceed for Preconstruction Services, we will meet with the project team and DSBO to begin the process of furthering the Compliance Plan, refining the Division of Work, determining specific outreach efforts and generating a project specific list of potential subcontract partners. At submission of the GMP, we will provide an updated plan and at each buyout stage, we will submit formal letters of intent. During project completion, we will comply with all reporting requirements.

GH Phipps is confident that our approach will maximize the opportunity to achieve the stated MWBE Goals of 18% for this project and build upon our existing program practices to create a program to build MWBE capacity and sustainability. We will also, collaborate with our existing MWBE Partners on our projects at National Western, DEN Concourse Gate Expansion , Denver Botanic Gardens and others.



3.0 MWBE PROGRAM COMPONENTS

3.1 OUTREACH AND COMMUNICATION

Continual outreach and communication will be managed to ensure MWBEs have comprehensive information about each bid opportunity and sufficient lead time to prepare for the bidding process. GH Phipps's outreach strategy combines traditional and innovative components that include a combination of web-based, electronic, and social media such as Smart bid (smartbid.com) which is a popular construction bidding software and the Dodge Daily Journal which is a highly circulated statewide journal. Web address and handles (www.ghphipps.com, Twitter - @GHPhipps, Facebook - @ghphipps, LinkedIn – www.linkedin.com/company/gh-hipps-construction-companies). We will also be using face-to-face approaches when applicable. We have identified the steps that we will take to ensure comprehensive outreach to maximize our participation.

In order to grow the pool of MWBEs, we will also refer small businesses interested in certification to the Division of Small Business Opportunity (DSBO) and will report all firms successfully certified. Our objective is to include both experienced firms and emerging small businesses into our procurement process.

- **MWBE Engagement:** GH Phipps values community partnerships and will ensure MWBE firms are made aware of and prepared to bid on Project opportunities. We have identified and will continue to identify applicable MWBE firms by collaborating with community stakeholders such as, but not limited to:
 - Hispanic Contractors of Colorado
 - Colorado Black Chamber of Commerce
 - Colorado Women's Chamber of Commerce
 - Rocky Mountain Supplier Development Council
 - Associated General Contractors of Colorado

Efforts may include project updates, upcoming opportunities, and present at monthly meetings. We know that timely information is critical to successful



MWBE engagement and will develop a Procurement Schedule and Contracting Opportunities that will be updated regularly.

- **Meet with Existing and New Firms:** GH Phipps will directly meet with MWBE firms with whom our team members have existing relationships to facilitate their involvement on the Project. This will be accomplished through one on one meetings, capacity building sessions, and pre-bid meetings. We will also use this opportunity to identify subcontractors, sub-consultants and suppliers that we meet for MWBE firms to explain specific Project requirements.
- **Solicitation Methods**

To ensure GH Phipps is consistently reaching out to MWBE firms, we will use the following communication methods (Webinars, Social Media, Personal Phone Calls, Email Communications and Database Management through SmartBid) to disseminate the following information:

 - Upcoming Opportunities
 - Bid Solicitations
 - Notice of Interest
 - Invitations to events
 - Outreach
 - Pre-Bid
 - Vendor/Subcontractor Registration
 - Project Information/Updates
 - Calendar of Events (Posted on our Project website located on SmartBid)
- **Database Management:** GH Phipps will utilize the SmartBid.Net bid document management system to solicit and track subcontractor involvement in the solicitation process. This tool is used for all subcontractors/subconsultants interested in bidding. To that end, all interested subs are requested to:



- Complete a project Registration Form which then is uploaded into Smart Bid.
- SmartBid will send an email to the MWBE notifying the contractor that their account is active.
- MWBEs will now receive all solicitations that are applicable to their NAICS codes following activation. To ensure solicitations are not overlooked, we continuously request firms to update their NAICS codes to include their most up to date information on their respective capabilities and applicable NAICS codes.
- **Outreach for Construction:** GH Phipps will host pre-bid information sessions that align with the various Phases of the construction schedule (as communicated through avenues listed above in Solicitation Methods). GH Phipps will continue to communicate and host events prior to any series of significant phases during the Construction Phase to provide MWBEs with 2-6 Months Notice (Pending Design Schedule and Decisions provided by Owner) to adequately learn about the Project and discuss opportunities with Project staff. A standing invitation will be issued to DSBO for all events, In addition, the dates and agendas for each event will be submitted to DSBO.
 - We will encourage subcontractors and suppliers to meet the goals and requirements through the use of procurement strategies and techniques listed below in Section 3.2 designed to maximize participation.
 - We will also provide a Six Month Look Ahead procurement schedule to assist MWBEs to plan for solicitations. This schedule will be provided to DSBO.
- **Bid Award Debriefs:** Bid selections will be made on the basis of Best Value to the Client. This Best Value approach combines the importance of three major factors that are requirements of the project. Ie: Cost, MWBE Participation,



Workforce Requirements. Following bid awards MWBEs will have the opportunity to receive a debrief regarding their bid submittal. Constructive feedback will be provided to all bidders upon request, by phone or in person. A tracking log will be maintained of all firms requesting and receiving a debrief.

3.2 PROCUREMENT STRATEGY

It is critical to integrate our MWBE Program efforts into the procurement process. GH Phipps will work with MWBEs to align scope with their capabilities. These scope descriptions will assist GH Phipps in creating solicitations that create viable opportunities for participation that align with NAICS codes. This alignment will ensure MWBEs are identified and have an opportunity to participate in areas that match their strengths and the evolving needs of the project. GH Phipps's representatives will coordinate with the MWBE Team on potential subcontracting and procurement opportunities.

To ensure the procurement process is fair and equitable, we will distribute solicitations through SmartBid to trade associations, MWBE organizations, and other sources where GH Phipps regularly advertises. We will incorporate the following strategies to maximize MWBE participation:

- **Project Scope Definition**: we will review each bid package/scope of work to determine potential MWBE participation.
- **Right-Size/Unbundle Bid Packages**: to increase MWBE's ability to competitively bid, we will break down bid packages into more economically feasible components. This will be accomplished by requesting subcontractors to provide pricing for specific packages in our Proposal Form; an example is as follows (pending final design completion):
 - Early Bid Packages (Restroom Upgrades)
 - Base Bid – Interiors Package



- Base Bid – Exteriors Package
 - Alternates – As defined by design team/Owner
- We will also encourage non-MWBE firms to achieve their MWBE Compliance Plan commitment by utilizing MWBEs in lower tiers.
- **Phasing and Packaging of Work:** to remain cost conscience of the subcontractor market conditions, our intent is to align bid packages that benefit MWBE participation, yet do not impact the necessary phasing of the renovations. We will identify opportunities to package work that keeps trade partners ahead of the work schedule through scopes or known deficits in certain trade skills.

Our Compliance Plan is not intended to dictate phasing sequences that may affect packaging decision, but to remain fluid to respond accordingly with general phasing/scope/area considerations.

Our preliminary concept for breakdown of work by trade and sequence, is included in Attachment A at the end of this plan.

- **Self-Performed Work:** our self-perform capabilities enhance our capacity to competitively control cost, schedule and quality. GH Phipps typically self-performs a number of scopes of work items with our own forces. Examples include: Concrete work with the opportunities to contract MWBE trades as follows: Forming, Finishing, Rebar Supply, Rebar Installation. We will comply with City requirements for submitting self-performed bids and will include MWBE participation to the maximum extent possible in each bid.
- **Flow down Requirements:** For larger scopes of work and packages, we may include MWBE requirements to maximize participation at multiple levels depending on availability of MWBE resources for each individual trade. Such requirements will be developed in conjunction with DSBO and all requirements will be documented with the bid documents.
- **“Office Hours”:** to foster transparency, GH Phipps will invite small businesses to participate in one-on-one sessions about upcoming bidding opportunities.



Office Hours will be set at specific times and dates (on days and frequencies to be determined, but as an example monthly workshops/open forums as posted through communication venues as detailed in Solicitation Methods as detailed in Section 3.1 above) or on an as needed basis (Requests can be made through open communication venues as listed in Solicitation Methods as detailed in section 3.1 above). Our discussions will address constructability, scope, safety, quality, scheduling, sub-tier flow down provisions, invoicing and payment procedures.

3.3 CONTRACT AWARD

To ensure MWBEs clearly understand all project requirements and their contractual obligations, an internal on-boarding session between GH Phipps and subcontractors will be incorporated to provide an overview of contractual requirements outlined below:

- GH Phipps will incorporate mandatory non-discrimination clauses into each subcontract regardless of the tier.
- GH Phipps will show Good Faith Efforts in the event participation goals are not met. The Good faith Effort includes detailing list of subcontractors invited to Outreach Efforts, List of Attendees to Outreach events, etc.
- Bid Evaluation criteria will be communicated to subcontractors in our Instructions to Bidders and will be made clear the the selection process will be made on a “Best Value” basis as detailed in section 3.1 Bid Award Debriefs above.
- Applicable scope, specifications and pricing (e.g. unit rates)
- Invoice requirements to ensure timely payment
- Reporting requirements



- B2Gnow
- LCPtracker Certified Payroll
- Daily/weekly meetings
- Change Order requirements
- Scope Change documentation
- Health, Safety, Environment and Quality Plans/Training
- As built and Close-out requirements
- Retention Release

3.4 COMPLIANCE MONITORING, TRACKING AND REPORTING

GH Phipps has the infrastructure in place to manage MWBE compliance on the DPL Project. Moe Cole will be responsible for compliance monitoring, tracking and reporting. GH Phipps will ensure consistent oversight, monitoring, tracking, documentation and systematic reporting to demonstrate compliance. By utilizing the B2Gnow compliance program in monitoring, tracking and compiling data, this will ensure compliance in reaching and/or exceeding MWBE Goals. These practices will flow down to all tiers of the Project.

Monitoring Contract Bidding and Awards: To ensure maximum MWBE participation, subcontractors will be informed that MWBE Utilization and a submitted Compliance Plan will be a key component in bid evaluation.

- Meetings will be held on a regular basis with the project manager, supervisors and subcontractors to discuss opportunities, bid packages, progress towards goals, issues, etc.



- Review and document subcontractors' efforts to identify and negotiate with MWBEs. During this process, GH Phipps will identify any sole source materials or highly specialized elements of work that might limit MWBE participation.
- Review and document efforts to select economically/technically feasible portions of work to be performed by MWBEs.
- Ensure all required documentation and enclosures are submitted by subcontractors and MWBEs. DSBO will provide all required forms.
- Review bid submittals for MWBE participation.
- Verify the MWBE certification and work proposed reflects the firm's work code area of certification.
- Provide constructive feedback to all MWBEs who submit bids, if requested.

Monitor/Track MWBE Utilization: GH Phipps will manage and monitor activities to ensure MWBE compliance requirements are achieved. We will:

- Monitor contracts and related documents.
- Provide conflict/issue reconciliation
- Through B2Gnow review utilization data required from contractors. Because we have familiarity with B2Gnow, this will ensure a smooth, accurate, and complete reporting of MWBE Compliance Plan. GH Phipps also, will incorporate a comprehensive reporting system and will use in conjunction with B2GNow.
- Perform random site visits to verify accuracy of documents submitted by subcontractors.
- Document actions taken by non-compliant subcontractors to correct deficiencies.
 - Determine appropriate action, in consultation with DSBO to reach resolution and/or implement corrective measures.
- Assist with conflict resolution relative to any project issues.



- The GH Phipps Project team will attend compliance meetings as scheduled by DSBO to provide current compliance status and deficiencies along with recommendations for improvements.
- Track and review all contract modifications, change orders, or amendments which impact contract value. Ensure that increases in contract value are reviewed and passed on to MWBE contracts, where applicable.
- When an MWBE contractor or supplier completes their scope of work and the contract work is approved and accepted, GH Phipps will generate final documentation for closeout and retainage release and provide a copy to DSBO..
- Final payments for each MWBE contractor will be reviewed to confirm that the actual amount equals the subcontracted contract amount.
- The final contract amount and amount to be paid will be determined by the subcontract document including approved changes and verified work performed will be forwarded in our final report to CCD/DSBO.
- Return of retainage payments will be made within 30 days of satisfactory completion of work of applicable contract and submittal of request and all required documentation.
- An “End-of-Contract Report” will be submitted to DSBO with all required descriptive information on the MWBE , including contract amendments and total amounts paid-to-date.

Monitor/Track Prompt Payment: GH Phipps will work with the MWBEs to make sure they understand the payment process and are compliant with the requirements to facilitate prompt payments or minimize payment delays to enable participating MWBEs to maintain the cash flow necessary for uninterrupted operations.



We will also monitor/track payments made to MWBE subcontractors to ensure the receipt of all required documentation to ensure timely payment. This will include the review and comparison of contract payments to committed contract values.

Discrepancies will be investigated, reconciled, and reported, as required.

We have used the following tactics and will apply where appropriate:

- Streamline Process: we will develop and implement a streamline process to expedite monthly progress payments to the greatest extent possible.
- Mobilization: we will include mobilization payment line items for MWBEs on the Project Schedule of Values to cover start-up costs and time the actual payments to coincide with the start of their work.
- Joint Checks: can be used for payment of purchasing materials or supplies with request from the sub and approval from DSBO Compliance.
- Payment Disputes: if payment is contested or other disputes arise, DSBO will be informed. GH Phipps will resolve disputes by utilizing the following methods:
 - Information will be gathered from the MWBE to determine the extent of the issues.
 - A meeting will be held with the appropriate discipline lead and project team to review the facts presented by the MWBE .
 - An evaluation by the discipline lead and the inclusion team of both perspectives will be conducted to determine the nature of the dispute.
 - Once the course of action is identified, the results will be communicated to the MWBE in a timely manner.
 - In the event the results are found to be unacceptable by the MWBE , a group meeting will be scheduled with all relevant parties to establish an understanding or arrive at acceptable terms.



3.5 SUPPORTIVE SERVICES

GH Phipps is aware of the many barriers to participation on large projects commonly faced by the small business community. Consequently, the MWBE Team understands the importance of providing recommendations and referrals for relevant supportive services throughout the lifecycle of the Project. Certification referrals and financial management guidance will be identified through collaboration with small business technical assistance organizations. Additionally, GH Phipps will institute proven approaches that contribute to each MWBEs ability to perform and require all subcontractors to GH Phipps to do the same.

Bonding and Insurance: GH Phipps will work with subcontractors throughout the project to provide access to bonding and referral to agencies, such as the USDOT's Bonding Education Program to increase their bonding capacity.

- We will identify and enlist the assistance of insurance and bonding resources to educate and assist small firms with bonding and insurance requirements
 - **Technical Assistance Resources:** The GH Phipps Team will collaborate with existing resource partners such as Associated General Contractors of Colorado, Colorado Black Chamber of Commerce, Colorado Women's Chamber of Commerce, and Rocky Mountain Supplier Development Council to provide workshops designed to enhance MWBEs' execution skills, operations management skills, technical expertise and industry knowledge.
- Workshops will be sponsored, co-sponsored, and aligned with other entities within the community.

Certification: GH Phipps will support efforts to increase the pool of MWBEs in the database by encouraging and facilitating eligible firms to become certified.



- GH Phipps will refer firms to DSBO to become certified. In addition, firms will be informed of the appropriate work codes relevant to the DPL Project.

3.6 CAPACITY BUILDING

GH Phipps realizes there is a tremendous opportunity for capacity building of MWBEs participating on the Denver Public Library Project. Building the capacity of MWBEs will contribute to their ability to successfully perform on the Project and build capacity to compete on larger projects in the future. Obtaining continued work on increasingly larger projects enables MWBEs to grow their businesses, add people, obtain capital, and build expertise. GH Phipps will collaborate and align our Mentoring Program with DSBO's Program to ensure consistent program execution.

Mentoring Program: The DPL Project will provide an excellent opportunity for large subcontractors to mentor small businesses while creating a legacy of capable firms who will contribute to footprint of the local economy long after the conclusion of the Project. Where applicable, GH Phipps will target a specific scope for mentoring and also for opportunities by our first-tier contractors to mentor a MWBE . DSBO will be informed of all mentoring relationships. Our objective is to design mentoring tactics to:

- Build relationships with MWBEs to facilitate future opportunities as a prime
- Build/improve financial management operations management, and future business development plans
- Develop and/or co-facilitate required training for on-site supervisors and project managers to prepare them to address and mitigate relevant issues that come with managing diverse project teams.
- Where feasible, whereas the MWBE subcontractor is willing and requires and/or requests assistance, the MWBE subcontractor will have a Subcontract Monitor (Technical Lead) assigned to them. This Monitor will ensure the MWBEs have



prepared a plan to assure success. The MWBE will report to the monitor prior to beginning work all the information they will need to excel in the following areas:

- Safety / Training
- Quality Control
- Compliance
- Work Procedures / Submittal Approvals
- Work Plan
- Pricing Review
- Monthly meetings with the MWBE Team and DSBO will be held to monitor compliance to ensure mentoring objectives are documented and achieved. DSBO will be provided monthly updates.

4.0 MWBE PROGRAM NEXT STEPS

This MWBE Program and Compliance Plan is a living document and will be revisited and revised throughout project duration. The GH Phipps DPL Project Team is committed to this MWBE Program and Compliance Plan including flow down to all tiers of the project, Maurice “Moe” Cole; our MWBE Program Coordinator.



By signing below GH Phipps, Inc. acknowledges that in addition to all applicable provisions of the MWBE Ordinance, GH Phipps, Inc. shall comply with the requirements of the approved Compliance Plan.

If we can be of further assistance or if you have any additional questions or concerns, please feel free to call me.

A handwritten signature in blue ink that reads "Todd Ruff".

Todd Ruff
Project Executive
GH Phipps, Inc.

Adrina Gibson
DSBO Director

June 1, 2020
Date



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MWBE Communication Flow Chart

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**Suzanne Arkle, ZANN,
Business Diversity &
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FOR INFORMATION ON:

- Outreach and Communication
- Procurement

FOR INFORMATION ON:

- Compliance Monitoring, Tracking and Reporting
- Monitor contracts, provide conflict/issue reconciliation
- Verify accuracy of documents submitted by subcontractors
- Review and confirm actual amounts equals subcontracted work
- Supportive Services

Exhibit D

Preconstruction Services Agreement

(incorporated by reference)

Exhibit E

Equal Employment Opportunity Provisions

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Promulgated and adopted by the Manager of Public Works pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of insuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age, religion, marital status, political opinion or affiliation or mental or physical handicap and meet certain requirements for the hiring, training, promotion and treatment during employment of members of ethnic groups subjected 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 Mayor's Office of Contract Compliance.
- F. "Subcontractor" means any person, company, association, partnership, corporation, or other entity which assumes by subordinate agreement some or all of the obligations of the general or prime contractor.
- G. The Phrase "Bidding Specifications" as used in Article 111, 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. "Mayor's Office of Contract Compliance" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

Revised: 10/19/93

RULE 11
NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal Code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail return receipt requested, to the contractor and to any subcontractor involved at least ten 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 Mayor's Office of Contract Compliance may participate in hearings as a witness.
- D. Hearings shall be held at the place specified in the notice of hearing.
- E. All oral testimony shall be given under oath or affirmation and a record of such proceedings shall be made.
- F. All hearings shall be open to the public.
- G. The hearing officer shall make recommendations to the Manager who shall make a final decision.

REGULATIONS

REGULATION NO. 1. **ORDINANCE:** The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

REGULATION NO. 2. **EXEMPTIONS:** Each contract and subcontract, regardless of 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 Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance 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 Mayor's Office of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Mayor's Office of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

REGULATION NO. 4. GOALS AND TIMETABLES: In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

REGULATION NO.5. AWARD OF CONTRACTS: It shall be the responsibility of the Director of the Mayor's Office of Contract Compliance 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 Notice to Proceed a sign-off will be required of the Director of the Mayor's Office of Contract Compliance or his designee.

REGULATION NO. 8. CONTRACTS WITH SUBCONTRACTORS: To the greatest extent possible the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions which include but are not limited to the following:

1. Advertise invitations for subcontractor 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 & 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 Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

1 . APPENDIX E:

The Bid Conditions-Affirmative Action Requirements-Equal Employment Opportunity as amended and published by the U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.

2. APPENDIX F:

The Bid Conditions-Affirmative Action Requirements-Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds

Revised: 04/12/91

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, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.

5. The contractor will furnish all information and reports required by Article III, Division 2, 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 cancelled, 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.

Revised: 09/28/90

7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or 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 upon each subcontractor or suppliers. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2, 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.

Revised: 10/02/90

APPENDIX F
BID CONDITIONS
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.

MICHAEL D. MUSGRAVE
Manager of Public Works
City and County of Denver

Revised: 10/19/93

EEO-F1

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 Office of Contract Compliance. The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

1. **GOALS AND TIMETABLES:**

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

**GOALS FOR MINORITY PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 21.7% - 23.5%
Until Further Notice

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

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).

¹"Minority" is defined as including, Blacks, Spanish Surname Americans, Asian-Americans, and American Indians, and includes both men and Minority women.

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.

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

Revised: 11/12/82

- 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 Mayor's Office of Contract Compliance when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the contractor has other information that the union referral process has impeded efforts to meet its goals.

- d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy 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

Revised: 10/19/93

opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

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

NOTE: The Director and the Mayor's Office of Contract Compliance will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

3. **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.

A. **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, 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 111, Division 2, 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 111, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

Revised: 09/26/90

3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. **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, 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.

C. **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 111, 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 111, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.

Revised: 04/12/91

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 Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Revised: 04/12/91

EEO-F10

Exhibit F

Prevailing Wage Rate Schedules



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: May 13, 2019
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, May 10, 2019** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO190020
Superseded General Decision No. CO20180030
Modification No. 3
Publication Date: 05/10/2019
(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.

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: CO190020 05/10/2019 CO20

Superseded General Decision Number: CO20180030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	02/01/2019
2	02/22/2019
3	05/10/2019

ASBE0028-002 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 31.73	14.23

CARP0055-002 11/01/2018

Rates	Fringes
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CARPENTER (Drywall Hanging
Only).....\$ 29.45 9.64

CARP1607-001 06/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 32.99	14.02

ELEC0068-012 06/01/2018

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 35.80	15.45

ELEV0025-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.05	34.125

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

* ENGI0009-017 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

IRON0024-009 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 29.85	11.42

IRON0024-010 01/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.85	11.42

PAIN0079-006 08/01/2017

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

PAIN0079-007 08/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

PAIN0419-001 07/01/2016

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2018

	Rates	Fringes
GLAZIER.....	\$ 31.52	10.13

PLUM0003-009 06/01/2018

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

PLUM0208-008 06/01/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

SFCO0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

SHEE0009-004 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.02	17.49

SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick....	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 11-28-2016**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$10.79	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

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



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: May 13, 2019
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, May 10, 2019** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO190002
Superseded General Decision No. CO20180012
Modification No. 4
Publication Date: 05/10/2019
(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.

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: CO190002 05/10/2019 CO2

Superseded General Decision Number: CO20180012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	02/01/2019
2	02/22/2019
3	04/12/2019
4	05/10/2019

ASBE0028-001 07/01/2018

Rates Fringes

Asbestos Workers/Insulator
(Includes application of all insulating materials, protective coverings, coatings and finishings to

all types of mechanical
systems).....\$ 31.73 14.23

BRCO0007-004 01/01/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 09/01/2018

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.70	12.30+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	12.30+3%

ELEC0068-001 06/01/2018

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.80	15.45

ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

ELEC0113-002 06/01/2018

EL PASO COUNTY

	Rates	Fringes
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ELECTRICIAN.....\$ 31.80 15.90

 ELEC0969-002 01/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.80	9.84

 * ENGI0009-001 05/01/2018

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70
Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

 IRON0024-003 01/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 29.85	21.76
Structural		

 LABO0086-001 05/01/2009

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

 PLUM0003-005 06/01/2017

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

	Rates	Fringes
PLUMBER.....	\$ 39.08	16.44

 PLUM0058-002 07/01/2018

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

 PLUM0058-008 07/01/2018

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

 PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.70

 PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

 SHEE0009-002 07/01/2018

	Rates	Fringes
Sheet metal worker.....	\$ 34.02	17.49

 TEAM0455-002 07/01/2018

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.41	4.32
Tandem/Semi and Water.....	\$ 22.04	4.32

 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting....	\$ 16.97	2.74

All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Date: 02-03-2012)**

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

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

Exhibit G

Performance and Payment Bond

Bond: 30102430

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Gerald H. Phipps dba GH Phipps
Construction Companies, 5995 Greenwood Plaza, Suite 100, Greenwood Village, CO 80111
a corporation organized and existing under and by virtue of the laws of the State of CO
hereafter referred to as the "Contractor", and Continental Casualty Company
a corporation organized and existing under and by virtue of the laws of the State of IL
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 Forty-Five Million and 00/100 Dollars (\$45,000,000.00), lawful money of the
United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing
all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to
do, perform and complete the construction of **Contract No. 202053365 – CM/GC Services for DPL Central
Library Renovation**, 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;

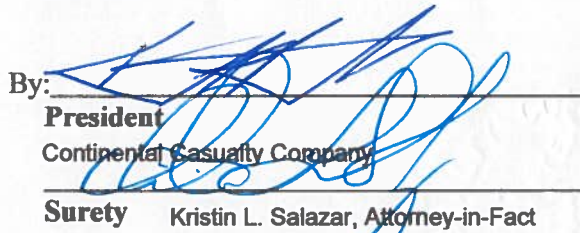
PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance,
provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or
consumed by said Contractor or its subcontractors in performance of the 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 11 day of May, 2020.

Attest: 
Secretary

Gerald H. Phipps, Inc. dba GH Phipps Construction Company
Contractor

By: 
President
Continental Casualty Company
Surety Kristin L. Salazar, Attorney-in-Fact

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

APPROVED AS TO FORM:
Attorney for the City and County of Denver

APPROVED FOR THE CITY AND COUNTY
DENVER

By: **
Assistant City Attorney

By: **
MAYOR

By: _____
EXECUTIVE DIRECTOR OF THE DEPARTMENT
OF TRANSPORTATION AND INFRASTRUCTURE

**** This Bond will be fully executed at a later time and fully incorporated at that time**

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kristin L. Salazar , Individually

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

- In Unlimited Amounts -

Surety Bond No.: 30102430

Principal: Gerald H. Phipps, Inc. dba GH Phipps Construction Company

Obligee: City and County of Denver

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.

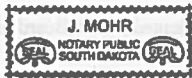


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 6th day of May, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

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

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

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

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

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

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

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

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

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

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

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

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

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

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

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

[Faint signatures and circular stamps are visible at the bottom of the page.]



UNDERSTAND. SERVICE. INNOVATE.

**Performance and Payment Bond
Surety Authorization**

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

**RE: Gerald H. Phipps, Inc.
Contract No.: 202053365
Project Name: CM/GC Services for DPL Central Library Renovation
Contract Amount: \$45,000,000
Performance and Payment Bond No.: 30102430**

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Continental Casualty Company, (Insurance Company), on May 6, 2020.

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

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

Sincerely,


**Kristin L. Salazar
Continental Casualty Company, Attorney-in-Fact
USI, Account Manager**

Exhibit H

Final/Partial Lien Release Form

DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)
(SAMPLE)

(PROJECT NO. and NAME)

(NAME OF CONTRACTOR)

(NAME OF SUBCONTRACTOR/SUPPLIER)

Date: _____, 20____.

Subcontract #: _____.

Subcontract Value: \$_____.
Last Progress Payment: \$_____.
Date: _____.
Total Paid to Date: \$_____.
Date of Last Work: _____.

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

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

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

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

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

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

STATE OF COLORADO) SS.
CITY OF _____)

Signed and sworn before this _____
day of _____, 20____.
Notary Public/Commissioner of Oaths
My Commission Expires: _____

(Name of Subcontractor)

By: _____

Title: _____

Exhibit I

Notice to Proceed Form



**NOTICE TO PROCEED
(SAMPLE)**

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO.

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 _____, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 120 Days 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: _____
Lesley B. Thomas, City Engineer

cc:

City and County of Denver Department of Transportation & Infrastructure
Office of the Executive Director
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/dotj
Phone: 720-865-8630

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Exhibit J

Contractor's Certification of Payment Form



City and County of Denver

Division of Small Business Opportunity

Contractor's/Consultant's Certification of Payment (CCP)

Denver Economic Development & Opportunity
 Division of Small Business Opportunity
 101 W. Colfax Ave., Suite 850
 Denver, CO 80202
 Phone: 720.913.1714

Prime Contractor or Consultant:	Phone:	Project Manager:
Pay Application #:	Pay Period:	\$0.00
T.O #	Project Name: Master On-Call Contract Alfresco No.:	
Current Completion Date:	Percent Complete:	Prepared By:
(I) - Original Contract Amount:		(II) - Current Contract Amount:

		A	B	C	D	E	F	G	H
Prime/Subcontractor/Supplier Name	S/D/M/WBE/ NON	Original Contract Amount	% Bid (A/I)	Current Contract Amount including Amendments	% Revised (C/II)	Requested Amount of this Pay Application	Amount Invoiced on the Previous Pay Application # ____	Net Paid To Date	Paid % Achieved (G/II)
Totals			0%	\$0.00	0%	\$0.00	\$0.00	\$0.00	#DIV/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:
--------------------------	-------

Exhibit K

Final Receipt Form



Certificate of Contract Release
(SAMPLE)

Current Date

Name

Street Address

City, State, Zip

RE: Certificate of Contract Release for

Received this date of the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing 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 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.

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 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
Office of the Executive Director
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/dotj
Phone: 720-865-8630

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Exhibit L

Technical Specifications
(incorporated by reference)

Exhibit M

Contract Drawings

(incorporated by reference)

Exhibit N

Equipment Rental Rates

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Aerial Equipment: Class 100				
Genie 34' Towable Trailer Boom TZ-34/20	\$ 373.15	\$ 1,054.56	\$ 2,460.64	ea
Genie 50' Towable Trailer Boom TZ50/30	\$ 486.72	\$ 1,352.00	\$ 2,866.24	ea
Symons 9,000# - 16' Material Platform w/Outriggers	\$ 189.28	\$ 432.64	\$ 1,277.37	ea
Craneable Man Basket - Supercage - 900# Cap.	\$ 101.67	\$ 338.54	\$ 1,014.54	ea
Craneable Man Basket - Supercage 9000# Cap.	\$ 168.73	\$ 540.80	\$ 2,028.00	ea
Scaffold, Rolling Tower - Baker Std. 6'	\$ 14.06	\$ 41.10	\$ 114.65	ea
Scaffold, Rolling Tower - Baker 12'	\$ 27.04	\$ 81.12	\$ 230.38	ea
Scaffold Plank - Laminated Wood - 8'	\$ 1.08	\$ 4.33	\$ 17.31	ea
Scaffold Plank - Laminated Wood - 9'	\$ 1.08	\$ 5.41	\$ 19.47	ea
Scaffold Plank - Laminated Wood - 10'	\$ 1.08	\$ 5.41	\$ 21.63	ea
Scaffold Plank - Laminated Wood - 12'	\$ 1.08	\$ 6.49	\$ 25.96	ea
Scaffold Plank - Laminated Wood - 14'	\$ 2.16	\$ 7.57	\$ 30.28	ea
Scaffold Plank - Laminated Wood - 16'	\$ 2.16	\$ 8.65	\$ 34.61	ea
Adjuststairs - 20 Stairs - 10' to 16' - 36" Wide	\$ 113.57	\$ 189.28	\$ 405.60	ea
Stair Scaffold - Per 7' Section	\$ 6.49	\$ 20.55	\$ 60.57	ea
Stair System - Per 6.5' Section	\$ 14.06	\$ 41.10	\$ 122.22	ea
Trash Chute Hopper	\$ 14.06	\$ 33.53	\$ 101.67	ea
Trash Chute Section - 48"	\$ 6.49	\$ 20.55	\$ 60.57	ea
Covered Walkway - 6' W x 7' H - per 10' Section	\$ 20.55	\$ 47.59	\$ 141.69	ea
Covered Walkway - 6' W x 7' H - per 50' Section	\$ 101.67	\$ 236.87	\$ 709.53	ea
Ladder, Step, 4'	\$ 5.41	\$ 11.90	\$ 34.61	ea
Ladder, Step, 6'	\$ 6.49	\$ 14.06	\$ 41.10	ea
Ladder, Step, 8'	\$ 6.49	\$ 20.55	\$ 54.08	ea
Ladder, Step, 10'	\$ 6.49	\$ 22.71	\$ 60.57	ea
Ladder, Step, 6' to 10' Adjustable - Little Giant	\$ 8.65	\$ 30.28	\$ 87.61	ea
Ladder, Step, 12'	\$ 6.49	\$ 27.04	\$ 74.63	ea
Ladder, Step, 14'	\$ 14.06	\$ 41.10	\$ 149.26	ea
Ladder, Extension, 16' with Safety Extensions	\$ 6.49	\$ 20.55	\$ 60.57	ea
Ladder, Extension, 20' with Safety Extensions	\$ 7.57	\$ 27.04	\$ 74.63	ea
Ladder, Extension, 24' with Safety Extensions	\$ 9.73	\$ 27.04	\$ 81.12	ea
Ladder, Extension, 28' with Safety Extensions	\$ 11.90	\$ 33.53	\$ 87.61	ea
Ladder, Extension, 32' with Safety Extensions	\$ 16.22	\$ 48.67	\$ 135.20	ea
Ladder, Extension, 40' with Safety Extensions	\$ 21.63	\$ 59.49	\$ 167.65	ea
Ladder, Egress, 6' with Safety Extensions	\$ 5.41	\$ 18.39	\$ 35.69	ea
Ladder, Egress, 8' with Safety Extensions	\$ 6.49	\$ 20.55	\$ 47.59	ea
Ladder, Egress, 12' with Safety Extensions	\$ 8.65	\$ 21.63	\$ 59.49	ea
Roof Perimeter Barriers - 4'3	\$ 2.16	\$ 4.33	\$ 10.82	ea
Roof Perimeter Barriers - 6'4	\$ 3.24	\$ 6.49	\$ 19.47	ea
Roof Perimeter Barriers - 8'6	\$ 4.33	\$ 8.65	\$ 23.80	ea
Roof Perimeter - 4'3 Safety Posts	\$ 1.08	\$ 3.24	\$ 8.65	ea
Roof Perimeter - 6'6 Safety Posts	\$ 2.16	\$ 4.33	\$ 10.82	ea
Roof Perimeter Ground Support Flat Plate	\$ 2.16	\$ 4.33	\$ 10.82	ea
Roof Perimeter Socket Base for Support Flat Plate	\$ 0.54	\$ 1.08	\$ 3.24	ea
Roof Perimeter Barrier Bracket	\$ 0.54	\$ 1.08	\$ 2.16	ea
Roof Perimeter Slab-grab/Parapet Clamps	\$ 2.16	\$ 4.33	\$ 12.98	ea
Roof Perimeter Stair Rail Slab-grab/Parapet Clamps	\$ 2.16	\$ 4.33	\$ 12.98	ea
Roof Perim. Stair Rail System - 4' 11" to 8'2 Link Bar	\$ 2.16	\$ 4.33	\$ 12.98	ea
Roof Perim. Stair Rail System - 2'7" to 4'11" Link Bar	\$ 2.16	\$ 4.33	\$ 10.82	ea
Slab-Grab - Perimeter Guard Rail Posts - Blue	\$ 2.16	\$ 4.33	\$ 12.98	ea
Stanchions - Hand Rail - Orange Stands	\$ 2.16	\$ 6.49	\$ 16.22	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Stanchions - Warning Line - Red Stands	\$ 2.16	\$ 6.49	\$ 16.22	ea
Stanchions - Delineator Warning Line - Rubber Base	\$ 2.16	\$ 4.33	\$ 10.82	ea
End Guard Rail Panels	\$ 2.16	\$ 5.41	\$ 16.22	ea
Safety Harness	\$ 9.73	\$ 27.04	\$ 81.12	ea
Retractable Horizontal Lifeline System - DBI Sala	\$ 20.55	\$ 60.57	\$ 168.73	ea
Pour-in-Place Stanchion, 7/6" - Securaspan	\$ 5.41	\$ 14.06	\$ 33.53	ea
4 to 5 Man Penetrator Portable Tie-off	\$ 102.75	\$ 243.36	\$ 621.92	ea
One-man Freestanding Anchor Tie-off - DBI Sala	\$ 20.55	\$ 67.06	\$ 195.77	ea
One Man Rooftop Screw-down Anchor Tie-off	\$ 21.63	\$ 59.49	\$ 124.38	ea
One-man Seamless Metal Roof Anchor Tie-off	\$ 33.53	\$ 58.41	\$ 168.73	ea
One-man Door/Window Jam Anchor Tie-off	\$ 21.63	\$ 59.49	\$ 124.38	ea
One-man Beam Glyder Clamp - Tie-off - DBI Sala	\$ 14.06	\$ 27.04	\$ 81.12	ea
Fall Arrest System - Complete in Gang Box	\$ 20.55	\$ 47.59	\$ 135.20	ea
Retractable Lifeline - 6' to 10' - Strap	\$ 4.33	\$ 10.82	\$ 32.45	ea
Retractable Lifelines Twin 10' Strap - Dual Climber	\$ 8.65	\$ 21.63	\$ 64.90	ea
Retractable Lifeline - 25 to 30' - Cable	\$ 10.82	\$ 27.04	\$ 74.63	ea
Retractable Lifeline - 50' - Cable	\$ 16.22	\$ 48.67	\$ 91.94	ea
Air Compressors and Air Tools: Class 200				
Air Compressor Portable electric 1 - 2 cfm	\$ 33.53	\$ 87.61	\$ 270.40	ea
Air Compressor Portable Gas Powered 3- 5 cfm	\$ 47.59	\$ 135.20	\$ 405.60	ea
Air Compressor 185 cfm Portable Diesel	\$ 101.67	\$ 297.44	\$ 879.34	ea
Air Fed Hood w/Air Purifier, Hose and Regulator	\$ 21.63	\$ 43.26	\$ 118.98	ea
SILICA Dustless Requirement				
Air Tool - Pneumatic Framing Nailer	\$ 47.59	\$ 135.20	\$ 405.60	ea
Air Tool - Pneumatic Finish Nailer	\$ 33.53	\$ 87.61	\$ 270.40	ea
Air Tool - Pneumatic Pop Rivet Gun	\$ 32.45	\$ 75.71	\$ 216.32	ea
Air Tool - Pneumatic Stapler	\$ 33.53	\$ 87.61	\$ 270.40	ea
Air Tamper - Pogo Stick	\$ 60.57	\$ 189.28	\$ 567.84	ea
Air Chipping Hammer 19 lb	\$ 41.10	\$ 122.22	\$ 372.07	ea
Air Rivet Buster - 25 lb	\$ 60.57	\$ 182.79	\$ 547.29	ea
Air Paving Breaker 35 lb	\$ 54.08	\$ 168.73	\$ 507.27	ea
Air Paving Breaker 60 lb	\$ 60.57	\$ 189.28	\$ 567.84	ea
Air Paving Breaker 90 lb	\$ 60.57	\$ 189.28	\$ 567.84	ea
Air T-Post Driver Kit - Rhino PD-55	\$ 168.73	\$ 405.60	\$ 1,149.74	ea
Air Scraper/Scaler - Edco	\$ 101.67	\$ 303.93	\$ 608.94	ea
Air Hose 3/4" x 50'	\$ 5.41	\$ 16.22	\$ 47.59	ea
Air Blow Pipe w/Valve 3/4 to 1"	\$ 6.49	\$ 20.55	\$ 60.57	ea
Moil Point	\$ 4.33	\$ 14.06	\$ 33.53	ea
Narrow Chisel	\$ 4.33	\$ 14.06	\$ 33.53	ea
Asphalt or Clay Spade	\$ 6.49	\$ 24.88	\$ 74.63	ea
Air Rock Drill 35 to 55lbs	\$ 68.14	\$ 195.77	\$ 594.88	ea
Air Wall Scabbler - 3 Head	\$ 114.65	\$ 168.73	\$ 466.17	ea
Air Floor Scabbler - 3 Head	\$ 168.73	\$ 473.74	\$ 1,216.80	ea
Air Floor Scabbler - 5 Head	\$ 203.34	\$ 608.94	\$ 1,825.74	ea
Carpentry and Power Tools: Class 300				
Sander, Belt Sander, 4" x 24" and 3" x 24"	\$ 20.55	\$ 60.57	\$ 189.28	ea
Sander, Drywall Sander w/ Vacuum attachment	\$ 14.06	\$ 33.53	\$ 95.18	ea
Multi-Tool - Fein or Bosch Kits	\$ 27.04	\$ 68.14	\$ 203.34	ea
Saw, Compound Miter Saw, 10" to 12"	\$ 16.22	\$ 47.59	\$ 141.69	ea
Saw, Table Saw - 10" Electric	\$ 20.55	\$ 60.57	\$ 168.73	ea
Saw, Radial Arm - 14" to 16"	\$ 27.04	\$ 81.12	\$ 236.87	ea
Saw, Portable Band Saw	\$ 27.04	\$ 68.14	\$ 203.34	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Saw, Band Saw, 7", Metal Cutting, Dry	\$ 33.53	\$ 101.67	\$ 330.97	ea
Saw, Chop Saw, 14" - Metal Cutting	\$ 22.71	\$ 68.14	\$ 203.34	ea
Cordless Circular Saw, 6-1/2" - 20 Volt	\$ 47.59	\$ 113.57	\$ 329.89	ea
Saw, Circular Saw, Metal Cutting, 7" Steelmax	\$ 47.59	\$ 135.20	\$ 399.11	ea
Saw, Circular Saw, Metal Cutting, 9" Steelmax	\$ 47.59	\$ 135.20	\$ 399.11	ea
Saw, Circular Saw, 16"	\$ 27.04	\$ 68.14	\$ 203.34	ea
Saw, Jigsaw	\$ 20.55	\$ 60.57	\$ 182.79	ea
Cordless Jigsaw - 20 Volt	\$ 33.53	\$ 101.67	\$ 297.44	ea
Saw, Reciprocating Saw - SawzAll	\$ 17.31	\$ 54.08	\$ 182.79	ea
Cordless Reciprocating Saw - SawzAll	\$ 33.53	\$ 101.67	\$ 249.85	ea
Saw, Flush-Cut Vibratory Saw - Kit	\$ 21.63	\$ 68.14	\$ 203.34	ea
Double Cuts - 14GA Sheet Metal Electric Cutter	\$ 20.55	\$ 60.57	\$ 189.28	ea
Nibbler - 14GA Sheet Metal Electric Cutter	\$ 27.04	\$ 75.71	\$ 221.73	ea
Impact Wrench - 1/2" - Electric	\$ 16.22	\$ 37.86	\$ 113.57	ea
Cordless Impact Wrench - 1/2" - 20 Volt	\$ 20.55	\$ 54.08	\$ 162.24	ea
Angle Grinder - 4-1/2"	\$ 5.41	\$ 16.22	\$ 48.67	ea
Angle Grinder - 4-1/2"	\$ 7.57	\$ 21.63	\$ 59.49	ea
SILICA Dustless attachment included				
Cordless Angle Grinder - 4-1/2" - 20 Volt	\$ 34.61	\$ 98.43	\$ 284.46	ea
Angle Grinder - 7"	\$ 8.65	\$ 21.63	\$ 59.49	ea
Angle Grinder - 7"	\$ 10.82	\$ 32.45	\$ 81.12	ea
SILICA Dustless attachment included				
Die Grinder - 2"	\$ 16.22	\$ 43.26	\$ 129.79	ea
Jointer, 6" Bench Style - Electric	\$ 10.82	\$ 33.53	\$ 101.67	ea
Planer, 12-1/2" Wood Planer - DeWalt	\$ 17.31	\$ 51.92	\$ 151.42	ea
Router - Electric	\$ 9.73	\$ 32.45	\$ 95.18	ea
Saw, Chain Saw, 24" - Gas	\$ 74.63	\$ 222.81	\$ 540.80	ea
Saw, Chain Saw, Extendable Pole, 9'	\$ 60.57	\$ 176.30	\$ 520.25	ea
Airless Paint Sprayer	\$ 68.14	\$ 203.34	\$ 608.94	ea
Drill Press, 3/4HP, Upright	\$ 33.53	\$ 101.67	\$ 297.44	ea
Cordless Drill and Impact Combo Kit - 20 Volt	\$ 20.55	\$ 54.08	\$ 162.24	ea
Cordless 3 Tool Combo Kit - 20 Volt	\$ 54.08	\$ 162.24	\$ 486.72	ea
Cordless 4 Tool Combo Kit - 20 Volt	\$ 68.14	\$ 203.34	\$ 574.33	ea
Cordless Finish Nailer - 20 Volt	\$ 32.45	\$ 91.94	\$ 243.36	ea
Cordless Framing Nailer - 20 Volt	\$ 37.86	\$ 102.75	\$ 264.99	ea
Drill, Mag-base Drill	\$ 47.59	\$ 168.73	\$ 405.60	ea
Chipping Hammer - 30# - Electric	\$ 54.08	\$ 168.73	\$ 507.27	ea
Demolition Hammer, 60# - Electric	\$ 87.61	\$ 270.40	\$ 811.20	ea
Demolition Hammer, 65#-Hilti AVR3000 Electric	\$ 101.67	\$ 303.93	\$ 852.30	ea
Moil Point	\$ 4.33	\$ 14.06	\$ 33.53	ea
Narrow Chisel	\$ 4.33	\$ 14.06	\$ 33.53	ea
Asphalt or Clay Spade	\$ 6.49	\$ 24.88	\$ 74.63	ea
Demolition Hammer, 65#-Hilti AVR3000 Electric	\$ 135.20	\$ 351.52	\$ 1,027.52	ea
SILICA Dustless attachment included				
Moil Point	\$ 3.24	\$ 14.06	\$ 33.53	ea
Narrow Chisel	\$ 3.24	\$ 14.06	\$ 33.53	ea
Asphalt or Clay Spade	\$ 6.49	\$ 24.88	\$ 74.63	ea
Cordless Rotary Hammer Drill - Small - SDS Plus	\$ 33.53	\$ 101.67	\$ 303.93	ea
Cordless Hammer Drill - Small - SDS Plus	\$ 48.67	\$ 129.79	\$ 351.52	ea
SILICA Dustless attachment included				
Drill, Rotary Hammer Drill - Small - SDS Plus TE2	\$ 20.55	\$ 41.10	\$ 114.65	ea
Drill, Rotary Hammer Drill/Chipper - Small - SDS Plus	\$ 27.04	\$ 70.30	\$ 210.91	ea
Drill, Rotary Hammer Drill-Small-SDS Plus-110 volt	\$ 32.45	\$ 91.94	\$ 264.99	ea
SILICA Dustless attachment included				

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Drill, Rotary Hammer - Small - SILICA Dustless Package with Hepa Vacuum - Complete - SDS Plus	\$ 59.49	\$ 178.46	\$ 502.94	ea
Drill, Rotary Hammer - Large - SILICA Dustless Package with Hepa Vacuum - Complete - SDS Max	\$ 97.34	\$ 289.87	\$ 844.73	ea
SILICA Vacuum - Small - Hilti	\$ 32.45	\$ 91.94	\$ 270.40	ea
SILICA Vacuum - Large - DeWalt	\$ 43.26	\$ 113.57	\$ 324.48	ea
Drill, Rotary Hammer Drill-Large TE70-ATC SDS Max	\$ 54.08	\$ 176.30	\$ 520.25	ea
Electric Brad Nailer - 120 Volt	\$ 20.55	\$ 54.08	\$ 182.79	ea
Powder Actuated Gun , 22 Caliber - Hilti	\$ 20.55	\$ 60.57	\$ 189.28	ea
CO2 Actuated Fastening Gun - Hilti	\$ 33.53	\$ 87.61	\$ 236.87	ea
Compaction and Earth Moving: Class 400				
Compactor - Rammer - Gas Powered	\$ 81.12	\$ 209.83	\$ 574.33	ea
Compactor - Rammer - Electric	\$ 74.63	\$ 203.34	\$ 540.80	ea
Compactor - Vibratory Plate - Gas	\$ 68.14	\$ 195.77	\$ 534.31	ea
Compactor - Vibratory Plate - Electric -240 Volt	\$ 122.22	\$ 303.93	\$ 844.73	ea
Compactor - Vibrating Double Drum Roller	\$ 182.79	\$ 540.80	\$ 1,690.54	ea
Skidsteer Loader - Case 420, 430, 440, 1845C	\$ 195.77	\$ 507.27	\$ 1,528.30	ea
Skidsteer 68" Bucket with Teeth Attachment	\$ 27.04	\$ 48.67	\$ 124.38	ea
Skidsteer Fork Attachment	\$ 47.59	\$ 128.71	\$ 270.40	ea
Skidsteer Breaker Attachment	\$ 195.77	\$ 493.21	\$ 1,352.00	ea
Skidsteer Trencher Attachment	\$ 135.20	\$ 378.56	\$ 1,059.97	ea
Skidsteer Pick-Up Bucket Broom Attachment****	\$ 114.65	\$ 303.93	\$ 912.87	ea
Broom Wear Charge - Normal Wear****	\$ 27.04	\$ 68.14	\$ 203.34	ea
Charge wear charge with every broom rental****				
Skidsteer Hydraulic Auger Attachment	\$ 74.63	\$ 155.75	\$ 317.99	ea
Auger Bit Extension	\$ 6.49	\$ 27.04	\$ 81.12	ea
12" Auger Bit (for Skid-steer)	\$ 9.73	\$ 31.37	\$ 95.18	ea
18" Auger Bit (for Skid-steer)	\$ 9.73	\$ 31.37	\$ 95.18	ea
24" Auger Bit (for Skid-steer)	\$ 9.73	\$ 31.37	\$ 95.18	ea
Auger, 1-Man, Gasoline powered	\$ 60.57	\$ 149.26	\$ 439.13	ea
Auger, 2-Man, Gasoline powered	\$ 54.08	\$ 135.20	\$ 372.07	ea
Lawn Aerator - Gasoline	\$ 54.08	\$ 149.26	\$ 405.60	ea
Rototiller, 8HP, Gasoline	\$ 60.57	\$ 168.73	\$ 507.27	ea
Trencher - Walk Behind Ditchwitch	\$ 114.65	\$ 303.93	\$ 912.87	ea
Concrete Equipment & Accessories: Class 500				
Concrete Blanket 12' x 25' - USED	\$ 16.22	\$ 27.04	\$ 59.49	ea
Concrete Blanket 12' x 25'	\$ 21.63	\$ 54.08	\$ 118.98	ea
Craneable Snow Blankets - 25' x 25'	\$ 37.86	\$ 70.30	\$ 189.28	ea
Concrete Form Cleaning Machine, Electric	\$ 95.18	\$ 284.46	\$ 730.08	ea
Concrete Bucket 1/2 Yard	\$ 51.92	\$ 155.75	\$ 473.74	ea
Concrete Bucket 3/4 Yard	\$ 57.32	\$ 168.73	\$ 507.27	ea
Concrete Bucket 1 Yard	\$ 60.57	\$ 182.79	\$ 540.80	ea
Concrete Bucket 1.5 Yard	\$ 64.90	\$ 189.28	\$ 567.84	ea
Concrete Bucket 2.0 Yard	\$ 68.14	\$ 203.34	\$ 608.94	ea
Concrete Bucket 3.0 Yard	\$ 74.63	\$ 216.32	\$ 642.47	ea
Concrete Laydown Bucket 2 Yard	\$ 114.65	\$ 319.07	\$ 913.95	ea
Center Discharge Hopper - Tremmie	\$ 6.49	\$ 20.55	\$ 47.59	ea
Tremmie Hose	\$ 6.49	\$ 14.06	\$ 33.53	ea
Concrete Barrel Mixer, Electric - One Bag	\$ 33.53	\$ 101.67	\$ 303.93	ea
Concrete Barrel Mixer, Electric - Two Bag	\$ 48.67	\$ 135.20	\$ 351.52	ea
Concrete Core Drill w/Base	\$ 95.18	\$ 290.95	\$ 879.34	ea
Concrete Core Drill - Hand Held (Hilti)	\$ 47.59	\$ 149.26	\$ 439.13	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Water Recycler for Hand Held Hilti Core Drill	\$ 27.04	\$ 95.18	\$ 270.40	ea
Concrete Demo Saw 12" Electric - 5" Cutting Depth SILICA Dustless attachment included	\$ 97.34	\$ 286.62	\$ 838.24	ea
Concrete Demo-Saw 14" Electric	\$ 81.12	\$ 249.85	\$ 744.14	ea
Concrete Demo-Saw 14" Gas Powered	\$ 108.16	\$ 317.99	\$ 946.40	ea
Concrete Demo-Saw 14" Gas Powered w/water pump	\$ 129.79	\$ 351.52	\$ 1,000.48	ea
Concrete Planer, Hand-held, Diamond - Makita	\$ 60.57	\$ 182.79	\$ 540.80	ea
Concrete Saw, Walk Behind, 8 - 12 HP	\$ 60.57	\$ 182.79	\$ 540.80	ea
Concrete Saw, Self Propelled, 14 - 18HP	\$ 101.67	\$ 303.93	\$ 879.34	ea
Cordless Epoxy Gun - Hilti 18 Volt	\$ 91.94	\$ 243.36	\$ 730.08	ea
Rebar Bender/Handheld-Electric- B-N up to #8	\$ 68.14	\$ 203.34	\$ 608.94	ea
Rebar Bender-Hydraulic/Electric-Pacific-up to #11	\$ 216.32	\$ 540.80	\$ 1,568.32	ea
Rebar Cutter/Handheld-Electric - MQ up to #5	\$ 33.53	\$ 81.12	\$ 236.87	ea
Torque Wrench - 3/4" - 600LBS.	\$ 47.59	\$ 87.61	\$ 222.81	ea
Grout Pump - Hand Pump	\$ 20.55	\$ 47.59	\$ 128.71	ea
Wheelbarrow	\$ 14.06	\$ 41.10	\$ 122.22	ea
Power Buggy - Ride-on - Gas Powered	\$ 162.24	\$ 507.27	\$ 1,149.74	ea
Georgia Buggy	\$ 20.55	\$ 60.57	\$ 168.73	ea
Fluid Containment Pallet	\$ 10.82	\$ 30.28	\$ 87.61	ea
Backpack Blower - 50 to 60 cfm	\$ 22.71	\$ 68.14	\$ 195.77	ea
Concrete Vibrator 1.00 hp - Pencil	\$ 33.53	\$ 101.67	\$ 303.93	ea
Concrete Vibrator 1.50 hp	\$ 41.10	\$ 114.65	\$ 338.54	ea
Concrete Vibrator 2.00 hp	\$ 47.59	\$ 128.71	\$ 372.07	ea
Concrete Vibrator - High cycle	\$ 54.08	\$ 162.24	\$ 473.74	ea
Concrete Vibrator - Back-Pack, Gas	\$ 60.57	\$ 168.73	\$ 507.27	ea
Concrete Washout Sling - 4-Leg Chain - 72"	\$ 8.65	\$ 21.63	\$ 48.67	ea
Concrete Washout - Small - 1 Yard	\$ 37.86	\$ 81.12	\$ 216.32	ea
Concrete Washout - Small - 1.5 Yards	\$ 43.26	\$ 86.53	\$ 243.36	ea
Concrete Washout - Large - 2.6 Yards	\$ 48.67	\$ 91.94	\$ 270.40	ea
Concrete Forming Equipment: Class 900				
Banding Machine w/banding and crimping tool 3/4"	\$ 16.22	\$ 27.04	\$ 70.30	ea
6' Long Beamsides - Charged per Lineal Foot	\$ 0.43	\$ 2.16	\$ 8.65	ea
8' Long Beamsides - Charged per Lineal Foot	\$ 0.54	\$ 2.70	\$ 10.82	ea
10' Long Beamsides - Charged per Lineal Foot	\$ 0.81	\$ 3.24	\$ 12.98	ea
12' Long Beamsides - Charged per Lineal Foot	\$ 1.08	\$ 5.41	\$ 21.63	ea
Symons Pan 3' x 2'	\$ 0.43	\$ 2.16	\$ 8.65	ea
Symons Pan 4' x 2'	\$ 0.54	\$ 2.70	\$ 10.82	ea
Symons Pan 5' x 2'	\$ 0.81	\$ 3.24	\$ 12.98	ea
Symons Pan 6' x 2'	\$ 1.08	\$ 5.41	\$ 21.63	ea
Symons Pan 8' x 2'	\$ 1.30	\$ 6.49	\$ 25.96	ea
Symons Fillers 1, 1.5, 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22"	\$ 0.32	\$ 1.62	\$ 6.49	ea
Symons Inside Corners (8', 6', 5', 4', 3', 2' Lengths)	\$ 0.32	\$ 1.62	\$ 6.49	ea
Symons Outside Corners (8', 6', 5', 4', 3', 2' Lengths)	\$ 0.32	\$ 1.62	\$ 6.49	ea
Symons Aluma Beams - 10'	\$ 1.08	\$ 3.24	\$ 10.82	ea
Symons Aluma Beams - 12'	\$ 1.08	\$ 4.33	\$ 14.06	ea
Symons Aluma Beams - 16'	\$ 2.16	\$ 5.41	\$ 19.47	ea
Symons Aluma Beams - 18'	\$ 2.16	\$ 6.49	\$ 21.63	ea
Symons Aluma Beams - 20'	\$ 3.24	\$ 7.57	\$ 24.88	ea
Symons Scaffold Brackets	\$ 0.05	\$ 0.27	\$ 1.08	ea
Gates - Plywood CBF Form System (3,726 S.F.)	\$ 0.27	\$ 0.81	\$ 3.24	per Square Ft
Mud Sills (2' x 2')	\$ 1.08	\$ 2.16	\$ 8.65	ea
Pipe Braces - E-4 Tilt-up - 14' to 24'	\$ 1.08	\$ 6.49	\$ 21.63	ea
Pipe Braces - E-5 Tilt-up - 24' to 39'	\$ 1.08	\$ 8.65	\$ 24.88	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Post Shores - Red Metal	\$ 1.08	\$ 4.33	\$ 10.82	ea
Post Shores - Heavy Duty Galvanized Metal	\$ 1.08	\$ 5.41	\$ 21.63	ea
Stiff-Back Clamps - Grasshoppers	\$ 0.05	\$ 0.27	\$ 1.08	ea
Whaler Clamps	\$ 0.05	\$ 0.27	\$ 1.08	ea
Wedge Pins	\$ 0.05	\$ 0.27	\$ 1.08	ea
Wedge Pins - Long	\$ 0.05	\$ 0.27	\$ 1.08	ea
Gates Collapsible Corners - 6'	\$ 5.41	\$ 27.04	\$ 108.16	ea
Gates Collapsible Corners - 8'	\$ 5.41	\$ 27.04	\$ 108.16	ea
Gates System - Camlocks	\$ 0.06	\$ 0.32	\$ 1.30	ea
Gates System-Brackets	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates 9M Anchor Lock	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates System-Handrail Posts	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates Lift and Lock Devise w/Chain	\$ 2.16	\$ 11.90	\$ 48.67	ea
Gates Gang Tube Adapters - 4'	\$ 2.16	\$ 5.41	\$ 16.22	ea
Gates Gang Tube Adapters - 6'	\$ 2.16	\$ 6.49	\$ 32.45	ea
Gates Gang Tube Adapters - 8'	\$ 2.16	\$ 8.65	\$ 37.86	ea
Gates Gang Tube Adapters - 10'	\$ 3.24	\$ 10.82	\$ 43.26	ea
Gates Gang Tube Adapters - 12'	\$ 3.24	\$ 11.90	\$ 48.67	ea
Gates 22" Splice Tube Adapter (4" w/N)	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates Two-Slot Safety Loops	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates Scaffold Brackets	\$ 0.05	\$ 0.27	\$ 1.08	ea
Gates HD 3' Scaffold Brackets w/Adjusters	\$ 4.33	\$ 10.82	\$ 32.45	ea
Gates Stiffback Support Angle	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates Static Safety Line Connector	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates Waler Attachment Bracket	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates Pipe Brace Adapter	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates 4-Ring Taper Tie - 27"	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates 4-Ring Taper Tie - 31"	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates 4-Ring Taper Tie - 33"	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates Safety Post Pocket	\$ 0.32	\$ 1.62	\$ 6.49	ea
Gates Column Clamp - 8" to 24" Lok-Fast	\$ 1.08	\$ 5.41	\$ 21.63	ea
Gates Column Clamp - 12" to 36" Lok-Fast	\$ 1.08	\$ 5.41	\$ 21.63	ea
Gates Column Clamp - 24" to 48" Lok-Fast	\$ 1.08	\$ 5.41	\$ 21.63	ea
Gates Pick Point W/Coil Rod & Nuts	\$ 0.32	\$ 1.62	\$ 6.49	ea
Steel Forms - 4in x 10ft - <i>Curb & Gutter</i>	\$ 0.05	\$ 0.27	\$ 1.08	per Lineal Ft
Steel Forms - 6in x 10ft - <i>Curb & Gutter</i>	\$ 0.05	\$ 0.27	\$ 1.08	per Lineal Ft
Steel Forms - 12in x 10ft - <i>Curb & Gutter</i>	\$ 0.05	\$ 0.27	\$ 1.08	per Lineal Ft
Floor Prep - Grinding, Sanding, Stripping				
Belt Sander - 8" Walk-behind - Electric (Alto)	\$ 54.08	\$ 162.24	\$ 492.13	ea
Floor Scrubber - Elec. 26" Advanced Rechargeable	\$ 351.52	\$ 865.28	\$ 2,541.76	ea
Carpet Removal Machine - Power -National 71	\$ 68.14	\$ 203.34	\$ 574.33	ea
Concrete Planer, Hand-held, Diamond - Makita	\$ 60.57	\$ 182.79	\$ 540.80	ea
Floor Grinder, Single Disc, Electric Terrazo - Edco	\$ 128.71	\$ 236.87	\$ 709.53	ea
Floor Grinder,Single, Elec Terrazo w/Diamond Bricks	\$ 270.40	\$ 519.17	\$ 1,171.37	ea
Floor Grinder, Husqvarna, Elec, Disc w/Diamond Bits	\$ 297.44	\$ 567.84	\$ 1,243.84	ea
Floor Grinder, Dual Disc, Gas Terrazo - Edco	\$ 195.77	\$ 345.03	\$ 1,048.07	ea
Floor Grinder,Dual, Gas Terrazo w/Diamond Bricks	\$ 475.90	\$ 903.14	\$ 1,952.29	ea
Diamond Bricks (3) and Wedges (3)	\$ 54.08	\$ 135.20	\$ 405.60	ea
Floor Planer, Electric Scarifier - Edco	\$ 182.79	\$ 330.97	\$ 1,810.60	ea
Floor Planer, Gas Powered Scarifier - Edco	\$ 182.79	\$ 330.97	\$ 1,810.60	ea
Scarifier Cutter Wheel Drum	\$ 128.71	\$ 249.85	\$ 744.14	ea
Dust Collection System - Edco - 110 Volt	\$ 114.65	\$ 303.93	\$ 879.34	ea
Floor Maintainer, 17" (Alto or Clarke)	\$ 33.53	\$ 122.22	\$ 303.93	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Tungston Scraper Blade, 15" (Clarke)	\$ 68.14	\$ 338.54	\$ 1,014.54	ea
Tile Stripper - HD National - Self Propelled	\$ 303.93	\$ 879.34	\$ 2,433.60	ea
Tile Stripper - Self Propelled - Electric	\$ 60.57	\$ 168.73	\$ 473.74	ea
Tile Stripper - Hand Held - Electric	\$ 20.55	\$ 60.57	\$ 168.73	ea
Generators and Light Towers: Class 600				
Generator 3.5KW to 5KW - Gas	\$ 33.53	\$ 135.20	\$ 473.74	ea
Generator 5KW to 7.5KW - Gas	\$ 54.08	\$ 222.81	\$ 574.33	ea
Generator 9 to 15 KVA - Portable Gas	\$ 81.12	\$ 317.99	\$ 744.14	ea
Generator 45 to 50 KVA - Portable Diesel	\$ 216.32	\$ 486.72	\$ 1,352.00	ea
Generator 65 to 70 KVA - Portable Diesel	\$ 264.99	\$ 621.92	\$ 1,784.64	ea
Light Tower - 4000 Watt - Portable Diesel	\$ 141.69	\$ 276.89	\$ 744.14	ea
Light Stands, 1000 Watt	\$ 16.22	\$ 47.59	\$ 135.20	ea
Tripod LED 20 Volt Cordless Lights - DeWalt	\$ 21.63	\$ 37.86	\$ 108.16	ea
LED Large Area Light Stand Cordless/Cored DeWalt	\$ 16.22	\$ 48.67	\$ 135.20	ea
Wobble Light - 500 Watts	\$ 14.06	\$ 41.10	\$ 122.22	ea
Wobble Light Junior - 85 Watts	\$ 6.49	\$ 20.55	\$ 60.57	ea
Light Strings, 50'	\$ 10.82	\$ 33.53	\$ 101.67	ea
GFI Temporary Power Box	\$ 27.04	\$ 74.63	\$ 203.34	ea
Temporary Power Cord - 100' - Heavy	\$ 41.10	\$ 101.67	\$ 270.40	ea
"Rates on Generators, Light Towers are for single shift. 1.5 times the rate for double shift and 2 times the rate for triple shift"				
Heating and Air Movement: Class 700				
Cooling Unit - 12,000 BTU Portable AC - 110 Volt	\$ 43.26	\$ 118.98	\$ 340.70	ea
Cooling Unit - Move-n-Cool 1 Ton - 110 Volt	\$ 162.24	\$ 405.60	\$ 1,014.54	ea
Cooling Unit - Move-n-Cool 1.5 Ton - 220 Volt	\$ 101.67	\$ 270.40	\$ 744.14	ea
Cooling Unit - Move-n-Cool 2 Ton - 220 Volt	\$ 114.65	\$ 303.93	\$ 811.20	ea
Heater, 155K BTU, Fan, Propane	\$ 33.53	\$ 114.65	\$ 270.40	ea
Heater, 350K BTU, Fan, Propane	\$ 54.08	\$ 168.73	\$ 405.60	ea
Heater, 400K BTU, Fan, Gas/Propane	\$ 108.16	\$ 270.40	\$ 703.04	ea
Heater, 1 Million BTU, Indirect, Diesel, Trailer Mount	\$ 1,081.60	\$ 3,082.56	\$ 5,678.40	ea
Heater, 1 Million BTU, Indirect, Gas/Propane	\$ 432.64	\$ 1,189.76	\$ 2,974.40	ea
Heater, 1.5 to 2 Million BTU, Gas/Propane	\$ 189.28	\$ 459.68	\$ 1,243.84	ea
Propane Cylinder Only - 100#	\$ 1.08	\$ 3.24	\$ 8.65	ea
Propane Manifold - 3 Way	\$ 1.08	\$ 4.33	\$ 6.49	ea
Propane Hoses - 1/2" x 25'	\$ 4.33	\$ 11.90	\$ 33.53	ea
Heater, 15K BTU, Electric 110 volt	\$ 21.63	\$ 59.49	\$ 135.20	ea
Heater, 24K BTU, Electric 220 volt - 1 Phase	\$ 27.04	\$ 70.30	\$ 216.32	ea
Heater, 34K to 51K BTU, Electric 220 volt-1 Phase	\$ 43.26	\$ 140.61	\$ 400.19	ea
Heater, 34K to 51K BTU, Electric 208 volt-3 Phase	\$ 43.26	\$ 140.61	\$ 400.19	ea
Heater, Radiant, Val-6, Diesel #1, Heater	\$ 48.67	\$ 167.65	\$ 486.72	ea
Air Mover, 60", 460V-3-Phase - 200,000cfm	\$ 101.67	\$ 405.60	\$ 1,216.80	ea
Fan, 18" Carpet Dryer - 3 Speed	\$ 20.55	\$ 60.57	\$ 162.24	ea
Fan, Circulating, 36"	\$ 27.04	\$ 60.57	\$ 168.73	ea
Fan, Circulating, 48"	\$ 33.53	\$ 68.14	\$ 203.34	ea
Fan, Vein Axial, 24" - 8,200 CFM - 110Volt	\$ 47.59	\$ 135.20	\$ 385.05	ea
Fan, Vein Axial, 54" - 25,000CFM-480Volt/3PH	\$ 135.20	\$ 303.93	\$ 879.34	ea
Fan, Industrial Blower w/Ducting	\$ 41.10	\$ 135.20	\$ 405.60	ea
Ground Thaw Machine - E-1100	\$ 608.94	\$ 1,690.54	\$ 3,380.00	ea
Ground Thaw Machine - E-3000	\$ 1,216.80	\$ 3,380.00	\$ 10,140.00	ea
Infection Control Tools: Class				
Air Scrubber - Honeywell - 110 Volt	\$ 5.41	\$ 16.22	\$ 43.26	ea
Cart, Trash - 1/2 Yard Rubbermaid	\$ 20.55	\$ 41.10	\$ 81.12	ea
Cart, Trash - 3/4 Yard Rubbermaid	\$ 24.88	\$ 48.67	\$ 97.34	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Cart, Trash Lid - Rubbermaid	\$ 3.24	\$ 9.73	\$ 20.55	ea
Edge Guard Cont. System - Door Panel w/44" Door	\$ 8.65	\$ 43.26	\$ 173.06	ea
Edge Guard Containment System - 48" Panel Assembly	\$ 5.41	\$ 27.04	\$ 108.16	ea
Edge Guard Containment System - 36" Panel Assembly	\$ 4.33	\$ 21.63	\$ 86.53	ea
Edge Guard Containment System - 24" Panel Assembly	\$ 4.33	\$ 21.63	\$ 86.53	ea
Edge Guard Cont. System - 24" Panel w/Hepa Air Port	\$ 5.41	\$ 27.04	\$ 108.16	ea
Edge Guard Containment System - 12" Panel Assembly	\$ 3.24	\$ 16.22	\$ 64.90	ea
Edge Guard Cont. System - Hinged Corner Assembly	\$ 2.16	\$ 10.82	\$ 43.26	ea
Edge Guard Cont. System - Grid Clips - Hardware	\$ 0.43	\$ 2.16	\$ 8.65	ea
Edge Guard Cont. System - Camlocks - Hardware	\$ 0.43	\$ 2.16	\$ 8.65	ea
Containment Enclosure - Kontrol Kube	\$ 70.30	\$ 173.06	\$ 513.76	ea
Containment Enclosure 10' to 13' - Bio-Cart UVC	\$ 86.53	\$ 243.36	\$ 697.63	ea
Wireless Gateway Auto Dialer w/particle and decibel meter-Cellualr/WiFi and Ethernet- Omni-Sense G-3-C	\$ 43.26	\$ 91.94	\$ 243.36	ea
Wireless Differential Pressure Sensor - Omni-Sense	\$ 27.04	\$ 59.49	\$ 156.83	ea
Temperature/Humidity/Moisture Sensor - Omni-Sense	\$ 8.65	\$ 21.63	\$ 48.67	ea
Monthly Monitoring from Omni-Sense	\$ 37.86	\$ 37.86	\$ 37.86	ea
Differential Pressure Recorder (Manometer)	\$ 54.08	\$ 162.24	\$ 392.62	ea
Emergency Auto Dialer	\$ 9.73	\$ 27.04	\$ 68.14	ea
Emergency Digital Auto Texter	\$ 33.53	\$ 33.53	\$ 60.57	ea
Monthly Monitoring from Holder Security	\$ 54.08	\$ 54.08	\$ 54.08	ea
Fan, Vein Axial, 24" - 8200CFM - 110Volt	\$ 47.59	\$ 135.20	\$ 385.05	ea
Negative Air Machine - 500 to 600 CFM	\$ 20.55	\$ 47.59	\$ 135.20	ea
Negative Air Machine - 1200 to 2000 CFM	\$ 27.04	\$ 81.12	\$ 236.87	ea
Temporary Partitions - 4' x 8' White	\$ 5.41	\$ 14.06	\$ 33.53	ea
Vacuum, Hepa - Euro 930	\$ 8.65	\$ 20.55	\$ 59.49	ea
Vacuum - Hepa - Alto 8 Gallon	\$ 8.65	\$ 20.55	\$ 59.49	ea
Vacuum - Hepa - Alto 14 Gallon	\$ 10.82	\$ 32.45	\$ 97.34	ea
Vacuum - Makita 36 Volt Cordless Robotic Kit	\$ 32.45	\$ 75.71	\$ 194.69	ea
Vacuum, Hepa - 3M Suitcase	\$ 8.65	\$ 16.22	\$ 38.94	ea
Zip Poles - Third Hands	\$ 3.24	\$ 5.41	\$ 14.06	ea
Lasers, Levels, and Monitors: Class 800				
Builders Level w/ Tripod and Rod	\$ 25.96	\$ 81.12	\$ 210.91	ea
Camera -Rotating Scope w/10' Flex-shaft - Milwaukee	\$ 32.45	\$ 97.34	\$ 286.62	ea
Concrete Curing Box - 35" - 110 Volt	\$ 41.10	\$ 97.34	\$ 264.99	ea
Concrete Cure and Temperature Meter	\$ 74.63	\$ 203.34	\$ 574.33	ea
Dynonometer - Digital	\$ 20.55	\$ 47.59	\$ 135.20	ea
Laser, Grade - Single Slope	\$ 59.49	\$ 168.73	\$ 507.27	ea
Laser, Interior - Hilti PM10 and Rotary Laser	\$ 59.49	\$ 91.94	\$ 243.36	ea
Laser, Elite Interior - PL30 w/Power Tripod	\$ 162.24	\$ 459.68	\$ 1,270.88	ea
Laser, Plumb Bob - Red Beam - PLS	\$ 14.06	\$ 33.53	\$ 101.67	ea
Laser, Hand-held Range Meter - Hilti PD-4	\$ 14.06	\$ 33.53	\$ 60.57	ea
Magnetic Utility Locator - Metal Detector	\$ 47.59	\$ 122.22	\$ 338.54	ea
Moisture Meter - Wood, Drywall, Brick	\$ 14.06	\$ 33.53	\$ 60.57	ea
Particle Counter	\$ 101.67	\$ 338.54	\$ 1,014.54	ea
Rebar Detector/Stud Finder - 18Volt Milwaukee	\$ 43.26	\$ 70.30	\$ 189.28	ea
Total Station	\$ 113.57	\$ 338.54	\$ 676.00	ea
Total Station, Robotic - Trimble/Leica	\$ 176.30	\$ 878.26	\$ 3,515.20	ea
Total Station, Robotic 3D Scanner - Leica	\$ 187.12	\$ 933.42	\$ 3,731.52	ea
Data Collector - Trimble or Ranger	\$ 70.30	\$ 203.34	\$ 608.94	ea
360 Degree Multi-Track Receiver	\$ 43.26	\$ 118.98	\$ 324.48	ea
Transit - Non-Digital	\$ 37.86	\$ 108.16	\$ 302.85	ea
Transit - Digital	\$ 54.08	\$ 135.20	\$ 373.15	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Trans Pointer Locator (Hilti)	\$ 20.55	\$ 47.59	\$ 128.71	ea
Material Handling Equipment: Class 010				
Chainfall - 2 Ton Manual - 15' to 25' Fall	\$ 33.53	\$ 101.67	\$ 263.91	ea
Chainfall - 3 Ton Manual - 15' to 25' Fall	\$ 41.10	\$ 108.16	\$ 284.46	ea
Craneable Pallet Forks	\$ 48.67	\$ 135.20	\$ 405.60	ea
Drywall Lift - Biljax	\$ 33.53	\$ 81.12	\$ 236.87	ea
Engine Hoist - 1,500lb - Portable	\$ 41.10	\$ 114.65	\$ 297.44	ea
Fork Lift, Straight Mast - 4 to 5,000 lb	\$ 182.79	\$ 473.74	\$ 1,284.94	ea
Forklift, Reach - 5,000 lb - 19' Genie - RT	\$ 459.68	\$ 1,243.84	\$ 2,731.04	ea
Forklift, Reach - 8 to 9,000 lb - 45' Gradall - RT	\$ 611.10	\$ 1,746.78	\$ 3,569.28	ea
Fork Lift, Reach - 10,000 lb - 45' Gradall - RT	\$ 730.08	\$ 1,946.88	\$ 3,947.84	ea
Fork Lift, Reach - 10,000 lb - 55' Gradall - RT	\$ 973.44	\$ 2,055.04	\$ 4,272.32	ea
Fork Lift, Reach - 12,000 lb - 55' Caterpillar - RT	\$ 1,081.60	\$ 2,379.52	\$ 7,030.40	ea
Forklift Delivery Fee - Metro Denver	\$ 432.64			ea
Forklift Pickup Fee - Metro Denver	\$ 432.64			ea
Forklift Delivery Fee - 60 miles Outside Metro Denver	\$ 540.80			ea
Forklift Pickup Fee - 60 miles Outside Metro Denver	\$ 540.80			ea
Forklift Bucket - 2 Yard	\$ 33.53	\$ 101.67	\$ 303.93	ea
Forklift JLG Fork Extensions - 90"	\$ 81.12	\$ 162.24	\$ 297.44	ea
Forklift Trash Dumper - 1/2 Yard Small Blue	\$ 21.63	\$ 48.67	\$ 135.20	ea
Forklift Trash Dumper - 1 - 3 Yard - Large	\$ 32.45	\$ 81.12	\$ 243.36	ea
Clamshell Bucket - 2 yd - Cam-Lever	\$ 48.67	\$ 146.02	\$ 459.68	ea
Trash Handling Bucket - 2 yd - Flyable	\$ 70.30	\$ 200.10	\$ 594.88	ea
Forklift Truss Boom	\$ 68.14	\$ 203.34	\$ 540.80	ea
Forklift Crane Hook Attachment - 10,000#	\$ 20.55	\$ 81.12	\$ 243.36	ea
Material Lift - 24' Duct Hoist	\$ 81.12	\$ 209.83	\$ 594.88	ea
Man/Material Hoist, Hek/Pecco w/20ft tower	\$ 879.34	\$ 2,636.94	\$ 7,774.54	ea
Man/Material Hoist 5' tower sections, Hek/Pecco	\$ 14.06	\$ 27.04	\$ 68.14	ea
Material Box, 5000 lb Capacity, Craneable	\$ 81.12	\$ 203.34	\$ 567.84	ea
Pallet Jack - Mini - 5500 lb	\$ 27.04	\$ 54.08	\$ 141.69	ea
Pallet Jack - Rollift - 4500 lb	\$ 20.55	\$ 47.59	\$ 128.71	ea
Pallet Jack - Electric 4000# - 48" Yale MPB040	\$ 74.63	\$ 168.73	\$ 540.80	ea
Picking Beam - 4-Way - Gray	\$ 47.59	\$ 135.20	\$ 385.05	ea
Picking Beams - 18'	\$ 14.06	\$ 54.08	\$ 162.24	ea
Picking Frame - Concrete Cores - 10' x 27'	\$ 41.10	\$ 87.61	\$ 243.36	ea
Porta Power w/pump, 10 to 20 Ton	\$ 27.04	\$ 68.14	\$ 203.34	ea
Porta Power w/pump, 30 to 50 Ton	\$ 32.45	\$ 81.12	\$ 243.36	ea
Porta Power 14 Ton Flange Spreader	\$ 48.67	\$ 146.02	\$ 432.64	ea
** Transportation \$185.00 per hour				
Miscellaneous Equipment: Class 080				
Air/Gas Monitor	\$ 16.22	\$ 48.67	\$ 102.75	ea
Air/Gas Monitor - Confined Space	\$ 27.04	\$ 81.12	\$ 205.50	ea
Appliance Dolly	\$ 6.49	\$ 20.55	\$ 47.59	ea
Barricades - 10' Concrete	\$ 6.49	\$ 20.55	\$ 47.59	ea
Barricades - 8' Plastic Waterfill - Interlocking	\$ 6.49	\$ 20.55	\$ 59.49	ea
Cart, Drywall, 4-Wheel	\$ 20.55	\$ 41.10	\$ 101.67	ea
Cart, Flat 3' x 6', 4-Wheel	\$ 14.06	\$ 27.04	\$ 68.14	ea
Concrete Block w/Handle - 130# Counterweight	\$ 1.08	\$ 3.24	\$ 6.49	ea
Cord/Hose Protection Ramps - 36" Sections	\$ 4.33	\$ 8.65	\$ 20.55	ea
Cones - Orange Traffic Control	\$ 2.16	\$ 4.33	\$ 10.82	ea
Deliniator Posts - Orange Traffic Control	\$ 3.24	\$ 6.49	\$ 15.14	ea
Door Protectors - Cardboard	\$ 3.24	\$ 7.57	\$ 12.98	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Door Jam Protectors	\$ 1.08	\$ 2.16	\$ 4.33	ea
Fire Extinguishers	\$ 0.32	\$ 1.62	\$ 6.49	ea
Fire Extinguisher Plastic Stands - Red	\$ 0.65	\$ 3.24	\$ 12.98	ea
Fuel Caddy - 30 Gallon w/Pump	\$ 6.49	\$ 20.55	\$ 60.57	ea
Kelly Panels - 4' x 12' or 48 sq ft each	\$ 12.98	\$ 32.45	\$ 64.90	ea
Moving Blankets - 6' x 7'	\$ 1.08	\$ 3.24	\$ 5.41	ea
Ride-on Lawnmower - 18HP - 42"	\$ 168.73	\$ 507.27	\$ 1,352.00	ea
Road Plates - 1" Plate - 5' x 8'	\$ 81.12	\$ 135.20	\$ 297.44	ea
Rumble Plates - 1" Plate - 8' x 10'	\$ 81.12	\$ 135.20	\$ 270.40	ea
Road Plate "Single Leg" Sling	\$ 3.24	\$ 8.65	\$ 27.04	ea
RotoRooter - 100' Snake	\$ 74.63	\$ 203.34	\$ 574.33	ea
Shelving - HD 60" - 3 to 4 Shelf Units	\$ 5.41	\$ 16.22	\$ 43.26	ea
Signs - Small, No Parking, Etc. on Stands	\$ 3.24	\$ 5.41	\$ 12.98	ea
Signs - Large Orange, Detour, Etc. on Stands	\$ 5.41	\$ 9.73	\$ 25.96	ea
Snow Blower, 8HP, Gas	\$ 87.61	\$ 182.79	\$ 372.07	ea
Stormwater Silt Sifter Tube - 4' - Big Red	\$ 4.33	\$ 8.65	\$ 19.47	ea
Stormwater Silt Sifter Tube - 8' - Big Red	\$ 5.41	\$ 10.82	\$ 28.12	ea
Traffic Barrels - Orange Reflective w/Base	\$ 4.33	\$ 9.73	\$ 27.04	ea
Water Infiltration Kit - Trash Buggy w/lid, Pump w/hose, Wet Vacuum, Shut-gun, Funnel, cords, squeegee, etc.	\$ 7.57	\$ 20.55	\$ 81.12	ea
Water Tank, (Cube) 300 Gallon, Portable	\$ 14.06	\$ 41.10	\$ 128.71	ea
Weedeater - 2 Cycle Gas	\$ 33.53	\$ 101.67	\$ 270.40	ea
Weed Mower - Walk-behind - Gas	\$ 87.61	\$ 236.87	\$ 642.47	ea
Pumps and Pressure Washers: Class 020				
Pump - 2" Centrifugal Trash - Gas	\$ 68.14	\$ 203.34	\$ 608.94	ea
Pump - 3" Centrifugal Trash - Gas	\$ 128.71	\$ 236.87	\$ 744.14	ea
Pump - 4" Centrifugal Trash - Gas	\$ 128.71	\$ 372.07	\$ 1,048.07	ea
Pump - 1.5" Submersible	\$ 47.59	\$ 141.69	\$ 473.74	ea
Pump - 2" Submersible	\$ 54.08	\$ 182.79	\$ 540.80	ea
Pump - 3" Submersible	\$ 85.45	\$ 287.71	\$ 852.30	ea
Suction Hose - 20'	\$ 10.82	\$ 33.53	\$ 101.67	ea
Discharge Hose - 50'	\$ 9.73	\$ 27.04	\$ 68.14	ea
Fire Hose - 1-1/2" x 50'	\$ 14.06	\$ 41.10	\$ 114.65	ea
Fire Hose - 2-1/2" x 50'	\$ 16.22	\$ 47.59	\$ 135.20	ea
Pressure Washer, Gas, Electric - 1500 to 3200 psi	\$ 91.94	\$ 270.40	\$ 740.90	ea
Pressure Washer, Gas - 4200 psi - 4gpm	\$ 124.38	\$ 335.30	\$ 892.32	ea
Pressure Washer - Hot Water - 1300 psi	\$ 141.69	\$ 338.54	\$ 879.34	ea
Water Meter w/Backflow - Denver Water Only	\$ 27.04	\$ 75.71	\$ 227.14	ea
Radio's, Charger's, and Tattletale's Class 030				
Portable Two Way FM Radio (Motorola)	\$ 14.06	\$ 54.08	\$ 149.26	ea
Bird-X - Ultrasonic Bird Deterant System	\$ 3.24	\$ 14.06	\$ 41.10	ea
Cellular Phone	\$ 14.06	\$ 41.10	\$ 81.12	ea
Digital Pager	\$ 6.49	\$ 20.55	\$ 47.59	ea
Security System Alarm - Tattletale	\$ 27.04	\$ 74.63	\$ 210.91	ea
Monthly Monitoring from Tattletale	\$ 54.08	\$ 54.08	\$ 54.08	ea
Security System Alarm - XT50 Rapid Deployment	\$ 60.57	\$ 60.57	\$ 168.73	ea
Monthly Monitoring from Holder Security	\$ 54.08	\$ 54.08	\$ 54.08	ea
Wireless Card	\$ 4.33	\$ 22.71	\$ 95.18	ea
Konica-Minolta Copier	\$ 22.71	\$ 117.89	\$ 518.09	ea
Trailers and Storage Units: Class 040				
Trailer, Office - 7 x 14ft Tandem Office - Heat/AC	\$ 86.53	\$ 200.10	\$ 594.88	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Trailer, Office - 8.5 x 18ft Tandem Office - Heat/AC	\$ 129.79	\$ 297.44	\$ 838.24	ea
Trailer, Office - 8 x 20 to 24 ft furnished	\$ 70.30	\$ 167.65	\$ 438.05	ea
Trailer, Office - 10 x 40 to 48ft furnished	\$ 108.16	\$ 189.28	\$ 567.84	ea
Trailer, Office - 12 x 48 to 60ft furnished	\$ 135.20	\$ 243.36	\$ 676.00	ea
Trailer, Single Axle, Equipment Hauler	\$ 47.59	\$ 114.65	\$ 303.93	ea
Trailer, Tandem Axle, Equipment Hauler	\$ 68.14	\$ 168.73	\$ 473.74	ea
Trailer, Single Axle, 12' Enclosed Cargo Hauler	\$ 81.12	\$ 162.24	\$ 459.68	ea
Trailer, Tandem Axle, 14'-16' Enclosed Cargo Hauler	\$ 102.75	\$ 189.28	\$ 546.21	ea
Trailer, Tandem Axle, 16' Hydraulic Dump	\$ 87.61	\$ 203.34	\$ 608.94	ea
Trailer, Tandem Axle, 500 Gallon Water Tank	\$ 102.75	\$ 270.40	\$ 784.16	ea
Storage Containers - Conex 10' to 15'	\$ 21.63	\$ 48.67	\$ 118.98	ea
Storage Containers - Conex 20'	\$ 27.04	\$ 81.12	\$ 129.79	ea
Storage Containers - 20' Delivery Fee	\$ 108.16			ea
Storage Containers - 20' Pickup Fee	\$ 108.16			ea
<u>Emergency Response Trailer - Single Axle</u>				
Includes: 4 Submersible Pumps and Hoses, 2 - Shop/Wet Vacs w/ attachments, Phipps Water Infiltration Kit, 4 Carpet Fans, Lumber, Poly, Carpet Mask, Squeegies, Brooms, Shovels, and 4ea 12/3 Extension Cords.	\$ 270.40	\$ 811.20	\$ 2,271.36	ea
Fire Storage Cabinet - Yellow	\$ 17.31	\$ 36.77	\$ 107.08	ea
Guard Shack, Portable Skid Mount	\$ 21.63	\$ 54.08	\$ 156.83	ea
<u>Gang Box - Carpenter's w/Tools</u> - 2ea 18V Drill or Impact Drivers or 1 of ea, 2ea Circular Saws, 1ea Sawzall, 2ea 1/2" Drills, 1ea SDS RotoHammer, 1ea Jigsaw, 1ea 4-1/2" Angle Grinder, 1ea 2" Submersable Pump, 4ea GFCI - 3-Ways and 4ea 12/3 Extension Cords.				
	\$ 47.59	\$ 135.20	\$ 270.40	ea
<u>Gang Box-Concrete Services w/ Tools</u>				
Rate Includes: Gang Box, 14" Gas Demolition Saw, Hilti TE-7DRS Dustless Rotohammer, Hilti TE-76 Rotohammer, 1/2" Electric Drill, Portable Band Saw, 10 Ton PortaPower, Elec. Rebar Cutter, Builders Level, Flat Laser w/tripod and rod, 2" Submersible Pump, Plumbob Laser, Portaband Saw, Torch Kit less/tanks, 1/2" Electric Impact, 7-14" Circular Saw, 4-1/4" Grinder w/silica dust-guard, 7" Angle Grinder, Cordless Drill/Impact Combo Kit, "Backup" Concrete Vibrator, Reciprocating Sawzall, 50' x 2" Hose 2" Submersible Pump w/50' Hose, Hepa/Silica Shop Vac w/attach. Hilti TE-DRSY Dust Extraction Kit, DeWalt Dust Extractor Adapter, 2 each GFCI Shock Shields, 4 each 50' Extension Cords	\$ 270.40	\$ 811.20	\$ 1,568.32	ea
<u>Gang Box - Concrete Crew-Box #2 w/ Tools</u>				
Rate Includes: Gang Box, 14" Gas Demolition Saw, Hilti TE-7DRS Dustless Rotohammer, Hilti TE-70ATC Rotohammer, 7-1/4" Worm Drive Circular Saw, Electric Rebar Cutter, 4-1/4" Grinder w/silica dust-guard, Cordless Drill/Impact Combo Kit, Plumbob Laser, Hilti TE-DRSY Dust Extraction Kit, DeWalt Dust Extractor Adapter, Hepa/Silica Shop Vac w/attachments, Builders Level w/legs and rod Reciprocating Sawzall, 2 each GFCI Shock Shields, 4 each 50' Extension Cords	\$ 189.28	\$ 567.84	\$ 1,243.84	ea
REQUIRED ADDITIONAL CREW GANG BOXES				
Gang Box - Bare - No Tools	\$ 10.82	\$ 21.63	\$ 48.67	ea
Gang Box, Data Vault Portable Blue Beam Station	\$ 59.49	\$ 146.02	\$ 448.86	ea
Gang Box, Portable Field Station	\$ 20.55	\$ 60.57	\$ 189.28	ea
Trucks and Other Vehicles: Class 050				
Fuel Tank and Pump for PU Truck	\$ 10.82	\$ 21.63	\$ 59.49	ea
Truck, 1/2 Ton, 2WD, Std. Cab, Gas	\$ 162.24	\$ 486.72	\$ 1,460.16	ea

Gerald H. Phipps, Inc.
GH Phipps Equipment Rental Rates

Description				Unit of Measure
	Day	Week	Month	
Truck, 1/2 Ton, 4WD, Ext/Crew Cab, Gas	\$ 200.10	\$ 594.88	\$ 1,676.48	ea
Truck, Compact 4WD, Ext. Cab, Gas	\$ 189.28	\$ 540.80	\$ 1,568.32	ea
Truck, 3/4 Ton, 2WD, Std. Cab, Gas	\$ 189.28	\$ 540.80	\$ 1,568.32	ea
Truck, 3/4 Ton, 4WD, Ext/Crew Cab, Gas	\$ 216.32	\$ 621.92	\$ 1,784.64	ea
Truck, 1 Ton, 4WD, Std. Cab, Gas	\$ 216.32	\$ 621.92	\$ 1,784.64	ea
Utility Service Box Insert for 3/4 Ton+	\$ 59.49	\$ 135.20	\$ 324.48	ea
Truck, 3/4 Ton, 2WD - job site vehicle only	\$ 189.28	\$ 540.80	\$ 1,568.32	ea
Truck, 1 Ton, Utility Bed, Gas, 2WD	\$ 216.32	\$ 648.96	\$ 1,838.72	ea
Truck, 1 Ton, Utility Bed, Gas, 4WD	\$ 243.36	\$ 703.04	\$ 2,000.96	ea
Truck, 1 Ton, Stake Bed, Lift Gate, Gas	\$ 135.20	\$ 594.88	\$ 1,784.64	ea
Truck, 2 Ton, Flatbed, Diesel - F650	\$ 324.48	\$ 865.28	\$ 2,974.40	ea
Truck, 2 Ton, Flatbed Rollback, Diesel - F650	\$ 486.72	\$ 1,297.92	\$ 3,947.84	ea
Truck, 2 Ton, Flatbed Dump, Gas	\$ 297.44	\$ 919.36	\$ 2,866.24	ea
Truck, Water, 2000 Gallon, Diesel	\$ 432.64	\$ 1,108.64	\$ 3,298.88	ea
Van - Survey and Layout - Cargo style w/shelves, Gas	\$ 156.83	\$ 432.64	\$ 1,352.00	ea
Van - 12 to 15 Passenger, Gas	\$ 243.36	\$ 703.04	\$ 2,000.96	ea
All Terrain 4X4 Cart - 2 Seats - Gas	\$ 81.12	\$ 243.36	\$ 703.04	ea
All Terrain 4X4 Personnel Carrier - 4-6 Seats, Cab-Gas	\$ 156.83	\$ 459.68	\$ 1,324.96	ea
Golf Cart	\$ 48.67	\$ 135.20	\$ 378.56	ea
Vacuum Cleaners and Sweepers: Class 060				
Vacuum, Hepa - Euro 930	\$ 8.65	\$ 20.55	\$ 59.49	ea
Vacuum - Hepa - Alto 8 Gallon	\$ 8.65	\$ 20.55	\$ 59.49	ea
Vacuum - Hepa - Alto 14 Gallon	\$ 10.82	\$ 32.45	\$ 97.34	ea
Vacuum, Hepa Filter - 3M Suitcase	\$ 6.49	\$ 16.22	\$ 43.26	ea
Vacuum, Shop - Rigid - Wet/Dry - 15 Gallon	\$ 14.06	\$ 33.53	\$ 101.67	ea
Vacuum, Super Suction (NSS)	\$ 41.10	\$ 114.65	\$ 338.54	ea
Vacuum, Upright	\$ 14.06	\$ 33.53	\$ 101.67	ea
Sweeper - Walk Behind	\$ 60.57	\$ 168.73	\$ 473.74	ea
Sweeper, Ride-on, Gas	\$ 203.34	\$ 608.94	\$ 1,690.54	ea
Sweeper, Side-cast - Riding - 3 Wheel - Towable****	\$ 303.93	\$ 811.20	\$ 2,366.54	ea
Broom Wear Charge - Normal Wear****	\$ 41.10	\$ 114.65	\$ 338.54	ea
Charge wear charge with every broom rental****				
Sweeper, Side-cast - Riding - 3 Wheel****	\$ 303.93	\$ 811.20	\$ 2,366.54	ea
Broom Wear Charge - Normal Wear****	\$ 41.10	\$ 114.65	\$ 338.54	ea
Charge wear charge with every broom rental****				
Welding Equipment: Class 070				
Welder, 250 Amp, Diesel, Portable	\$ 68.14	\$ 195.77	\$ 574.33	ea
Welder, 200 Amp, Gas/Diesel, Portable	\$ 60.57	\$ 168.73	\$ 507.27	ea
Welding Cable, 50' w/Stinger	\$ 10.82	\$ 27.04	\$ 68.14	ea
Welding Cable, 50' w/Ground Clamp	\$ 6.49	\$ 20.55	\$ 60.57	ea
Welder, Wire Feed, 135 Amp	\$ 41.10	\$ 114.65	\$ 338.54	ea
Welder, Wire Feed, 255 Amp	\$ 47.59	\$ 135.20	\$ 405.60	ea
Plasma Cutter - Kit - 110/220 Volt	\$ 54.08	\$ 149.26	\$ 439.13	ea
Torch Kit, Bottles, Regulators, Hoses, Torch	\$ 41.10	\$ 122.22	\$ 372.07	ea
Oxygen Cylinder Only - #2 and #4 - 125 to 251CF	\$ 1.08	\$ 3.24	\$ 8.65	ea
Acetylene Cylinder Only - #9 - 100CF	\$ 1.08	\$ 3.24	\$ 8.65	ea
Torch Kit Cart, Craneable w/metal tank divider	\$ 10.82	\$ 21.63	\$ 59.49	ea
Carbon Dioxide Cylinder Only - #2 and #4 - 25-50#	\$ 1.08	\$ 3.24	\$ 8.65	ea
Propane Cylinder Only - 100#	\$ 1.08	\$ 3.24	\$ 8.65	ea
<i>These Rental Rates are good through May 1, 2024, at which time they are subject to change.</i>				

Exhibit O

Billing Rates for Salaried Personnel



Labor Rates

GH Phipps Construction Companies Burdens, Benefits and Hourly Wages City and County of Denver DPL Central Library Renovation

GH Phipps Construction Companies includes labor burdens and benefits for the following items. It is agreed that the following burden/benefit items will be allowed in the Cost of Work and be applied in a manner consistent with industry standards. These items are subject to labor negotiations and yearly renewal. The wages presented below are good through May 1, 2024 at which time they would be subject to a 4% increase.

I. Bargaining Personnel

Base Wage includes GH Phipps Construction Companies applied Merit Pay.

Union Applied Benefits/Fringes (union contract)

- Education and Training
- Vacation
- Pension
- Health and Welfare
- Apprentice Program
- Labor/Management Cooperative Council Cost
- Annuity Program

Phipps Applied Benefits and Burdens

- FICA
- FUTA
- SUTA
- Worker's Compensation
 - Includes - Deductible Allowance
 - Pre-employment Physicals
 - Employee Assistance Programs
 - Safety Incentive Program
- Annuity Supplement (some personnel)
- Vacation Supplement (some personnel)
- Warranty Allowance
- Small Tool Allowance (less than \$500.00)
- Communication Equipment Allowance (phones and computers)
- Truck/Auto expense for personnel assigned vehicles.



Labor Rates

GH Phipps Construction Companies Burdens, Benefits and Hourly Wages City and County of Denver DPL Central Library Renovation

II. Non-Bargaining Personnel

Base wage is based on an 1,840 HR work year.

Phipps Applied Burdens and Benefits

- FICA
- FUTA
- SUTA
- Worker's Compensation
 - Includes - Deductible Allowance
 - Pre-employment Physicals
 - Employee Assistance Programs
 - Safety Incentive Program
- Health and Welfare
- Retirement
- Warranty
- Disability (Long & Short Term Disability)
- Vehicle Allowance (some personnel – not superintendents)
 - Includes - Lease payment
 - Insurance
 - Fuel
 - Repair and Maintenance
- Communications Equipment
 - Includes - Mobile phones and computers



Labor Rates

GH Phipps Construction Companies Burdens, Benefits and Hourly Wages City and County of Denver DPL Central Library Renovation

As of the date of this contract, the following is a summary of agreed to burdened labor rates for personnel assigned to this project. The wages presented below are good through May 1, 2024 at which time they would be subject to a 4% increase.

Title	Rate
Operations Manager	153.59
Senior Project Manager	125.23
Project Manager	91.81
Project Engineer	66.95
Project Coordinator	50.67
General Superintendent	147.75
Senior Superintendent	109.83
QA/QC Superintendent	99.11
Superintendent	79.28
Field Engineer	66.95
M&E Coordinator	95.16
Scheduling Manager	86.63
Safety Manager	87.37
Accounting Cost Engineer	52.16

**Base Wage is calculated based on 1,840 Hour year.

Title	Rate
Laborer	40.86
Laborer Foreman	48.79
Carpenter	63.32
Carpenter Foreman	70.96
Carpenter General Foreman	76.56

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Exhibit P

General Conditions Expenses

City County of Denver
Central Library Renovation Project
Request for Initial Proposal
Attachment 2 - Cost Proposal Detail Bid Package 1 (Elevators)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	
2.000	Contractor's Proposal of Costs to Be Reimbursed (Not to Exceed Topset)					
2.A	Insurance					
2.001	Performance & Payment Bonds		LS			See Summary Sheet of Estimate
2.002	Builder's Risk Insurance		LS	Due to ROCIP, cost should be zero. If costs are not zero, enter values and explain in proposal.	0	
2.003	General Liability Insurance		LS		0	
2.004	Professional Liability Insurance		LS		0	
2.005	Pollution Liability Insurance		LS		0	
2.006	Excess/Umbrella Liability Insurance		LS		0	
2.007	Supplemental Insurance req'd w/ Owner ROCIP		LS	ROCIP Does not apply		
Note: All bonds & insurance should assume a Contractor's total Bid Package 1 contract amount (incl insurance) of \$3.0M						
2.A	Contractor's Estimated Cost of Insurance - Subtotal				0	
Percentage of Cost Proposed for Contractor's Insurance on Change Orders				0.67%		
2.B	Contractor's Onsite Staff					
2.008	Project Manager	6	MO	\$ 16,052	96,312	
2.009	Project Superintendent	6	MO	\$ 19,200	115,200	
2.010	Assistant Superintendent	N/A	MO			
2.011	Mechanical/Electrical Coordinator	N/A	MO			
2.012	Working Foreman	Excluded	MO			
2.013	Project Engineer	6	MO	\$ 11,704	70,224	
2.014	Office Engineer	N/A	MO			
2.015	Field Engineer	Excluded	MO			
2.016	Field Estimator	N/A	MO			
2.017	General Laborer	Excluded	MO			
2.018	Timekeeper	N/A	MO			
2.019	Field Office Manager	N/A	MO			
2.020	Warehouse Manager	N/A	MO			
2.021	Field Secretary	6	MO	\$ 1,756	10,536	
2.022	Other On-site Contractor Staff (WorkForce Coordinato	1	LS	\$ 6,930	6,930	
2.B	Contractor's Estimated Cost of Onsite Staff - Subtotal				299,202	
2.C	Contractor's Onsite Reimbursable Expenses					
Mobilization						
2.023	Field Engineering Equipment	Excluded	LS			
2.024	Site Survey	Excluded	LS			
2.025	Layout Within Site	Sub	LS			
2.026	Office Trailer		MO		Deleted	Deleted. Field office to be in Café in Building
2.027	Office Supplies & Equipment	6	MO	\$ 484	2,906	Deleted. Field office to be in Café in Building
2.028	Storage Trailer	N/A	MO			

City County of Denver
Central Library Renovation Project
Request for Initial Proposal
Attachment 2 - Cost Proposal Detail Bid Package 1 (Elevators)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	
2.029	Warehouse	Excluded	MO			
2.030	Set Up Onsite Office	1	LS	\$ 6,952	6,952	
2.031	Set Up Onsite Storage\Laydown Areas	Sub	LS			
2.032	Set Up Onsite Parking Area(s)	Excluded	LS			
2.033	Temporary Roadways	N/A	LS			
2.034	Temporary Fencing		LF		Deleted	Deleted. All storage and logistics to be in Library
2.035	Temporary Toilets		MO		Deleted	Deleted. Use existing Library toilets
2.036	Project Signs	1	EA	\$ 2,263	2,263	
Safety						
2.037	Safety Equipment	1	LS	\$ 2,200	2,200	
2.038	First Aid Supplies	6	MO	\$ 200	1,200	
2.039	Fire Protection	Sub	LS			
2.040	Fire Extinguishers	4	EA	\$ 375	1,501	
2.041	Fall Protection	Excluded	LS			
2.042	Third Party Safety Inspections	Excluded	MO			
2.043	Temporary Walkways	Sub	LS			
2.044	Barricades	Sub	LS			
2.045	Traffic Control	Sub	LS			
2.046	Security\Watchman Services	Owner	MO			
Utilities						
2.047	Install Temporary Electric Service at Site Office		LS		Deleted	Deleted. Field office to be in Café in Building
2.048	Install Temporary Teledata Service at Site Office	1	LS	\$ 500	500	
2.049	Install Temporary Water & Sewer Service at Site	Sub	LS			
2.050	Install Temporary Gas Service at Site	Sub	LS			
2.051	Ongoing Electric Charges for the Site Office	Owner	MO			
2.052	Ongoing Teledata Charges for the Site Office	6	MO	\$ 160	960	
2.053	Ongoing Water & Sanitary District Charges	Sub	MO			
2.054	Ongoing Gas Utility Charges (excluding Temp Heat)	Owner	MO			
Ongoing Expenses						
2.055	Jobsite Cell Phone(s) for Site Staff	N/A	MO			
2.056	Project Schedule Setup & Maintenance	1	LS	\$ 2,076	2,076	
2.057	BIM Model Setup & Maintenance	Sub	LS			
2.058	Project Extranet Setup & Maintenance	1	LS	\$ 2,500	2,500	
2.059	Project Photo Documentation	1	LS	\$ 2,106	2,106	
2.060	Video\Webcam Documentation	1	LS	\$ 1,992	1,992	
2.061	Employee Parking	1	LS	\$ 7,752	7,752	GC Staff only

City County of Denver
Central Library Renovation Project
Request for Initial Proposal
Attachment 2 - Cost Proposal Detail Bid Package 1 (Elevators)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	
2.062	Home Office Travel Costs	N/A	LS			
2.063	Moving & Subsistence	N/A	LS			
2.064	Additional Plans & Specs during Construction		LS		NA	No additional plans and specs required
2.065	Shipping, Couriers, & Postage	N/A	MO			
2.066	Project-specific Delivery & Hauling to\from Site	Sub	LS			
2.067	Temporary Radios	1	LS	\$ 2,636	2,636	
2.068	Temporary Wiring & Lights	Sub	MO			
2.069	Water, Ice & Cups	6	MO	\$ 193	1,158	
2.070	Ladders & Stairs	Sub	LS			
2.071	Erosion Control	N/A	LS			
2.072	Shoring	Sub	LS			
2.073	Weekly Clean-up	52	WK	\$ 184	9,558	
2.074	Final Clean-up	Sub	LS			
2.075	Dumpster Rental	Sub	MO			
2.076	Dumpster Pulls	Sub	EA			
2.077	Temporary Generator	Sub	MO			
2.078	Misc. Power Equipment	Owner	LS			
2.079	Equipment Repairs & Maintenance	N/A	LS			
2.080	Temporary Partitions	Sub	SF			
2.081	Pick-Up Rental	6	MO	\$ 2,700	16,200	
2.082	Automobile Rental	N/A	MO			
2.083	Pick-Up Fuel & Maintenance	N/A	MO			
2.084	Automobile Fuel & Maintenance	N/A	MO			
2.085	Water Truck	N/A	MO			
Hoisting & Material Management						
2.086	Forklift Rental	Excluded	LS			
2.087	Tower Crane Rental/Mobilization/Demobilization	N/A	LS			
2.088	Hydro-Crane Rental	N/A	WK			
2.089	Other Crane Costs	N/A	LS			
2.090	Material Hoist	Sub	WK			
2.091	Personnel Hoist	N/A	LS			
2.092	Erect Hoists	N/A	LS			
2.093	Hoist Landings	N/A	LS			
2.094	Temporary Hoist Operation	N/A	MO			
2.095	Hoisting for Subs	N/A	LS			
2.096	Scaffolding	Sub	LS			

City County of Denver
Central Library Renovation Project
Request for Initial Proposal
Attachment 2 - Cost Proposal Detail Bid Package 1 (Elevators)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.097	Other Hoisting & Materials Management Costs	N/A	LS		
Temporary Protection of the Work					
2.098	Temporary Site Protection not w/Erosion Control	Sub	LS		
2.099	Temporary Building Protection	Sub	WK		
2.100	Temporary Building Heat not w/Gas Charges	Sub	WK		
2.101	Dewatering System & Other Water Removal	Sub	LS		
2.102	Snow Removal	Owner	LS		
2.103	Other Protection of Work Items	Sub	WK		
Testing					
2.104	Soil Testing	Owner	LS		
2.105	Concrete Testing	Owner	LS		
2.106	Masonry Testing	Owner	LS		
2.107	Weld Testing	Owner	LS		
2.108	Other Materials Testing		LS		
Permits & Fees					
2.109	Building Permit	Owner	LS		
2.110	Plan Check Fee	Owner	LS		
2.111	Water Tap Fees	Owner	LS		
2.112	Sewer Tap Fees	Owner	LS		
2.113	Sanitary Tap Fees	Owner	LS		
2.114	Elevator Permit & Inspections	Sub	LS		
2.115	Mechanical & Electrical Permits & Inspections	Sub	LS		
2.116	Health Department Permits & Inspections	Excluded	LS		
2.117	Other Government Fees\Permits Required for FCO	N/A	LS		
Other Contractor Onsite Reimbursable Costs					
2.118	Other Onsite Costs Needed for the Work	1	LS	\$ -	0
2.C	Contractor's Estimated Onsite Reimbursable Expenses - Subtotal				64,460
2.000	Contractor's Total Proposed Costs to Be Reimbursed				363,662

City County of Denver
Central Library Renovation Project
Request for Initial Proposal

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Attachment 2 - Cost Proposal Detail Bid Package 2

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.000	Contractor's Proposal of Costs to Be Reimbursed (Not to Exceed Topset)				
2.A	Insurance				
2.001	Performance & Payment Bonds	1	LS	\$ 155,400	155,400
2.002	Builder's Risk Insurance		LS	Due to ROCIP, cost should be zero. If costs are not zero, enter values and explain in proposal.	0
2.003	General Liability Insurance		LS		0
2.004	Professional Liability Insurance		LS		0
2.005	Pollution Liability Insurance		LS		0
2.006	Excess/Umbrella Liability Insurance		LS		0
2.007	Supplemental Ins Requirements w/ ROCIP	1	LS	\$ 92,500	92,500
Note: All bonds & insurance should assume a Contractor's BP2 GMP amount of \$37.0M.					
2.A	Contractor's Estimated Cost of Insurance - Subtotal				247,900
Percentage of Cost Proposed for Contractor's Insurance on Change Orders				0.67%	
2.B	Contractor's Onsite Staff				
2.008	Project Manager	26	MO	\$ 15,938	414,388
2.009	Project Superintendent	26	MO	\$ 19,066	495,716
2.010	Assistant Superintendent	26	MO	\$ 13,762	357,812
2.011	Mechanical/Electrical Coordinator	26	MO	\$ 1,652	42,952
2.012	Working Foreman	Excluded	MO		
2.013	Project Engineer	26	MO	\$ 11,622	302,172
2.014	Office Engineer	N/A	MO		
2.015	Field Engineer	Excluded	MO		
2.016	Field Estimator	N/A	MO		
2.017	General Laborer	Excluded	MO		
2.018	Timekeeper	N/A	MO		
2.019	Field Office Manager	N/A	MO		
2.020	Warehouse Manager	N/A	MO		

City County of Denver
Central Library Renovation Project
Request for Initial Proposal

Updated on September 3, 2019
Printed on 11/12/2019 at 3:23 PM

Attachment 2 - Cost Proposal Detail Bid Package 2

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.021	Field Secretary	26	MO	\$ 880	22,880
2.022	Other On-site Contractor Staff -Workforce Coordinator	1	LS	\$ 45,757	45,757
2.B	Contractor's Estimated Cost of Onsite Staff - Subtotal				1,681,677
2.C	Contractor's Onsite Reimbursable Expenses				
Mobilization					
2.023	Field Engineering Equipment	Excluded	LS		
2.024	Site Survey	Excluded	LS		
2.025	Layout Within Site	Sub	LS		
2.026	Office Trailer	26	MO	\$ 1,395	36,270
2.027	Office Supplies & Equipment	26	MO	\$ 729	18,950
2.028	Storage Trailer	26	MO	\$ 150	3,900
2.029	Warehouse	Excluded	MO		
2.030	Set Up Onsite Office	N/A	LS		
2.031	Set Up Onsite Storage\Laydown Areas	Sub	LS		
2.032	Set Up Onsite Parking Area(s)	Excluded	LS		
2.033	Temporary Roadways	N/A	LS		
2.034	Temporary Fencing	N/A	LF		
2.035	Temporary Toilets	26	MO	\$ 770	20,020
2.036	Project Sign	N/A	EA		
Safety					
2.037	Safety Equipment	1	LS	\$ 2,600	2,600
2.038	First Aid Supplies	26	MO	\$ 50	1,300
2.039	Fire Protection	Sub	LS		
2.040	Fire Extinguishers	20	EA	\$ 375	7,505
2.041	Fall Protection	Excluded	LS		
2.042	Third Party Safety Inspections	Excluded	MO		

City County of Denver
Central Library Renovation Project
Request for Initial Proposal

Updated on September 3, 2019
Printed on 11/12/2019 at 3:23 PM

Attachment 2 - Cost Proposal Detail Bid Package 2

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.043	Temporary Walkways	Sub	LS		
2.044	Barricades	Sub	LS		
2.045	Traffic Control	Sub	LS		
2.046	Security\Watchman Services	Owner	MO		
Utilities					
2.047	Install Temporary Electric Service at Site Office	N/A	LS		
2.048	Install Temporary Teledata Service at Site Office	N/A	LS		
2.049	Install Temporary Water & Sewer Service at Site	Sub	LS		
2.050	Install Temporary Gas Service at Site	Sub	LS		
2.051	Ongoing Electric Charges for the Site Office	Owner	MO		
2.052	Ongoing Teledata Charges for the Site Office	26	MO	\$ 300	7,800
2.053	Ongoing Water & Sanitary District Charges	Sub	MO		
2.054	Ongoing Gas Utility Charges (excluding Temp Heat)	Owner	MO		
Ongoing Expenses					
2.055	Jobsite Cell Phone(s) for Site Staff	N/A	MO		
2.056	Project Schedule Setup & Maintenance	1	LS	\$ 8,996	8,996
2.057	BIM Model Setup & Maintenance	Sub	LS		
2.058	Project Extranet Setup & Maintenance	N/A	LS		
2.059	Project Photo Documentation	113	WK	\$ 81	9,153
2.060	Video\Webcam Documentation	1	LS	\$ 2,000	2,000
2.061	Employee Parking	26	MO	\$ 1,290	33,540
2.062	Home Office Travel Costs	N/A	LS		
2.063	Moving & Subsistence	N/A	LS		
2.064	Additional Plans & Specs during Construction	1	LS	\$ 2,680	2,680
2.065	Shipping, Couriers, & Postage	N/A	MO		

City County of Denver
Central Library Renovation Project
Request for Initial Proposal

Updated on September 3, 2019
Printed on 11/12/2019 at 3:23 PM

Attachment 2 - Cost Proposal Detail Bid Package 2

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.066	Project-specific Delivery & Hauling to\from Site	Sub	LS		
2.067	Temporary Radios	1	LS	\$ 11,435	11,435
2.068	Temporary Wiring & Lights	Sub	MO		
2.069	Water, Ice & Cups	26	MO	\$ 188	4,878
2.070	Ladders & Stairs	Sub	LS		
2.071	Erosion Control	N/A	LS		
2.072	Shoring	Sub	LS		
2.073	Weekly Clean-up	113	WK	\$ 922	104,154
2.074	Final Clean-up	Sub	LS		
2.075	Dumpster Rental	Sub	MO		
2.076	Dumpster Pulls	Sub	EA		
2.077	Temporary Generator	Sub	MO		
2.078	Misc. Power Equipment	Owner	LS		
2.079	Equipment Repairs & Maintenance	N/A	LS		
2.080	Temporary Partitions	Sub	SF		
2.081	Pick-Up Rental	26	MO	\$ 2,900	75,400
2.082	Automobile Rental	N/A	MO		
2.083	Pick-Up Fuel & Maintenance	N/A	MO		
2.084	Automobile Fuel & Maintenance	N/A	MO		
2.085	Water Truck	N/A	MO		
Hoisting & Material Management					
2.086	Forklift Rental	Excluded	LS		
2.087	Tower Crane Rental/Mobilization/Demobilization	N/A	LS		
2.088	Hydro-Crane Rental	N/A	WK		
2.089	Other Crane Costs	N/A	LS		

City County of Denver
Central Library Renovation Project
Request for Initial Proposal

Updated on September 3, 2019
Printed on 11/12/2019 at 3:23 PM

Attachment 2 - Cost Proposal Detail Bid Package 2

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.090	Material Hoist	Sub	WK		
2.091	Personnel Hoist	N/A	LS		
2.092	Erect Hoists	N/A	LS		
2.093	Hoist Landings	N/A	LS		
2.094	Temporary Hoist Operation	N/A	MO		
2.095	Hoisting for Subs	Sub	LS		
2.096	Scaffolding	Sub	LS		
2.097	Other Hoisting & Materials Management Costs	N/A	LS		
Temporary Protection of the Work					
2.098	Temporary Site Protection not w/Erosion Control	Sub	LS		
2.099	Temporary Building Protection	Sub	WK		
2.100	Temporary Building Heat not w/Gas Charges	Sub	WK		
2.101	Dewatering System & Other Water Removal	Sub	LS		
2.102	Snow Removal	Owner	LS		
2.103	Other Protection of Work Items	Sub	WK		
Testing					
2.104	Soil Testing	Owner	LS		
2.105	Concrete Testing	Owner	LS		
2.106	Masonry Testing	Owner	LS		
2.107	Weld Testing	Owner	LS		
2.108	Other Materials Testing	Owner	LS		
Permits & Fees					
2.109	Building Permit		LS		By Owner
2.110	Plan Check Fee		LS		By Owner
2.111	Water Tap Fees		LS		By Owner

City County of Denver
Central Library Renovation Project
Request for Initial Proposal
Attachment 2 - Cost Proposal Detail Bid Package 2

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.112	Sewer Tap Fees		LS		By Owner
2.113	Sanitary Tap Fees		LS		By Owner
2.114	Elevator Permit & Inspections	Sub	LS		
2.115	Mechanical & Electrical Permits & Inspections	Sub	LS		
2.116	Health Department Permits & Inspections	Excluded	LS		
2.117	Other Government Fees\Permits Required for FCO	N/A	LS		
Other Contractor Onsite Reimbursable Costs					
2.118	Contract Writing	1	LS	\$ 60,000	60,000
	In Matrix not on Bid Form				
	Rodman & Assist	Sub			
	Safety Engineer	Excluded			
	Watchman Service	Owner			
	Tem Water & Heating Service	Excluded			
	Temporary Generator	Sub			
	Remove Snow & Ice	Owner			
	GC Field Inspector	Excluded			
2.C	Contractor's Estimated Onsite Reimbursable Expenses - Subtotal				410,581
2.000	Contractor's Total Proposed Costs to Be Reimbursed				2,340,158

Exhibit Q
GMP Proposal



March 18, 2020
Revised April 10, 2020

Mr. Curt Winn
Senior Project Manager
City & County of Denver
Department of Transportation & Infrastructure | IPM - Infrastructure

Re: City and County of Denver
Denver Central Library Renovation
GH Phipps Job #19.0020

Dear Curt:

We are pleased to submit our Elevator Modernization Final Estimate pricing to complete the Denver Central Library Elevator Modernization project per the Denver Central Library Renovation - Elevator Modernization Bid Documents dated January 20, 2020 as prepared by studiotrope Design Collective and Addendum #1. Attached please find a copy of our estimate, qualifications and clarifications for your further review.

Again, thank you for the opportunity to work with you on this project. We look forward to working with you towards the project's successful completion. If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Ralph Kasper". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ralph Kasper
Preconstruction Manager

cc: Todd Ruff
Todd Trueman
Adam Tormohlen
Mark Hawk
Anne Pharamond
Chris Squadra



Qualifications and Clarifications
Denver Central Library Renovation – Elevator Modernization
March 18, 2020

Inclusions

1. The following items are included in our proposal:
 - a. City and County of Denver sales tax.
 - b. Payment and Performance Bond.
 - c. General Liability Insurance.
 - d. Cost Premiums for prevailing labor wage rates (Davis-Bacon) or certified payroll.
 - e. Workforce requiring 15% of construction hours will be performed by apprentices in registered apprenticeship programs.
 - f. Building permit and plan review fees. Affordable housing fees are not collected on renovations and therefore not included.
 - g. *Cost of Builder's Risk policy.*

Exclusions

1. The following fees are not included in our proposal:
 - a. State of Colorado, RTD and Scientific and Cultural Facilities District sales taxes.
 - b. Utility development/tap fees.
 - c. studiotrope Design Collective or Lerch Bates architectural and engineering fees.
 - d. Third party consultant fees.
 - e. Testing services, including 3rd party.
 - f. Peer review fees.
 - g. Excise taxes.
 - h. Commissioning services - Independent.
 - i. Enrollment in the ROCIP for the Elevator Modernization phase of the project only for all subs and GH Phipps.
2. The following costs are not included in this estimate:
 - a. Groundwater Dewatering.
 - b. Asbestos abatement or removal of any other hazardous materials.
 - c. Costs associated with moving or relocations of people or equipment.
 - d. Cost of ROCIP Insurance.
 - e. Furniture, fixtures and equipment.
 - f. Temporary gas, electrical and water consumption costs during construction.



Project Scope/Qualifications and Clarifications:

Allowances INCLUDED in the Budget:

1. Elevator cab finishes are carried as an allowance of \$100,000
2. Building Permit Fee of \$11,590 and Plan Check Fee of \$5,795.

General:

1. We have not included Fire watch; assuming it is not required
2. We have not included bringing up the existing construction to remain to current code
3. The estimate is based on an anticipated start of elevator modernization by October 1, 2020 and the subsequent building renovation phase starting within 6 months. *The General Conditions are based on 6 months of Modernization prior to the staff of the Building Renovation phase managing the elevator Modernization as soon as the renovations begin. Therefore, the costs included only account for 6 months. Should the Building Renovation start sooner, or later, than the 6 months the General Conditions of the Modernization phase will need to be adjusted.*
4. We anticipate that the sloped storage room adjacent to the loading dock will be available for elevator parts storage and that this room will have lighting installed prior to us mobilizing.
5. All work is to be performed during normal working hours. No overtime is included.
6. The demolition of the existing elevator #8 is not included in this bid package.

Division 14

1. Alternate #2 – In Elevators 1 – 4 install new gearless machines has been accepted and included in the GMP
2. Alternate #4 – In Elevators 5 - 6 install new diamond plate cab panels on sides & rear and new dual bumper rails has been accepted and included in the GMP
3. We have not included the maintenance costs during the interim, warranty or contracted maintenance period in this contract. It is assumed this work will be contacted direct to the owner
4. 1-year workmanship warranty is included
5. Work platform included if required by Denver Fire Department
6. There are no dedicated items related to LEED within the Elevator specifications. We will recycle all demolished materials that are recyclable and collect tickets to apply to the project's LEED goals
7. The scope is based on the current code adopted by the City of Denver and other authorities having jurisdiction



8. The elevator bid is based on receiving a (5) five-year maintenance agreement
9. No counterweight guard is included at the compensation chains, and not required by code
10. Compensation chains are assumed to remain
11. Cab interiors, cladding, lighting, pads and hooks are part of the \$100,000 cab finishes allowance
12. New deflector sheaves are included on cars 1 – 6 and secondary sheaves on car 5
13. Based on current code requirements, new combination hall PI's / lanterns at every landing are included in lieu of hall PI's. New code requires direction arrows and a chime, either in the elevator cab, or at each landing
14. 4" roller guide assemblies are included
15. 4% M/WBE achieved in this portion of the contract
16. We have not included any maintenance during the Interim, Warranty or Contract periods as this is to be contracted direct to the Owner

Division 21, 22, 34

1. We have not included rework or alterations to the existing fire sprinkler system. An additional cost will apply if this work is required.
2. We have not included or made any warranties or claims as to bring the entire building up to current codes. Areas where noted in specs that are located within this contract will be brought up to current codes.

Division 26/27

1. Our budget pricing includes keeping the fire-alarm system on-line until such time as all new devices (if required) can be added and commissioned with the existing system.
2. We have assumed the shunt trip in machine room is existing and can be reused.
3. We have not included any new telephone/data cabling work to the existing elevator controller; assuming the phone line is existing and in working order. We are replacing the 'traveler' cable which includes the telephone/data cable from the controller to the elevator cabs.

**SUMMARY****City and County of Denver**

Central Library Renovation - Elevator Modernization

Job # 19.0020

March 18, 2020

Revised April 10, 2020

Elevator Bid Package Estimate**Remarks**

Description		Total	
Central Library Renovation - Elevator Modernization		2,307,118	2,307,118
Subtotal Direct Costs		\$ 2,307,118	\$ 2,307,118
Building Permit		11,590	11,590 Allowance
Plan Check Fee		5,795	5,795 Allowance
Fire Department/Misc Permits	0.15%	3,461	3,461
Use Tax		-	- NA
		\$ 2,327,964	\$ 2,327,964
General Liability Insurance	1.00%	23,280	23,280
Builder's Risk Insurance		1,859	1,859
Performance and Payment Bond	0.67%	15,597	15,597
		\$ 2,368,700	\$ 2,368,700
Design Contingency		-	- Excluded
Bidding Contingency		25,700	25,700 Based on total GMP
Construction Contingency		61,402	61,402 Based on total GMP
		\$ 2,455,802	\$ 2,455,802
Construction Fee	3.33%	81,778	81,778
Preconstruction Fee		-	- Under Separate Contract
Textura Fee		32,500	32,500
Elevator Bid Package Estimate	Total	\$ 2,570,080	\$ 2,570,080
Owner Contingency		500,000	500,000
Total Contract Amount		\$3,070,080	\$3,070,080



Systems Summary Report

City and County of Denver
 Central Library Renovation - Elevator
 Modernization

Job # 19.0020

April 10, 2020

Description	Quan	Un	Total	\$/Un
Elevator Bid Package Estimate	1	LS		
General Requirements - Elevator Modernization	1	LS		
Contractor Onsite Staff	26	WK	299,203	11,507.82
Mobilization	26	WK	12,121	466.20
Safety	26	WK	4,901	188.50
Utilities	26	WK	1,460	56.15
Ongoing Expenses	26	WK	45,978	1,768.38
Total General Requirements - Elevator Modernization	1	LS	363,663	363,663.39
Logistics	1	LS		
Temporary Facilities - Safety Measures	6	MO	19,732	3,288.66
On-Site Utilities and Services - Dumpsters, Final Clean	6	MO	13,689	2,281.52
Site Logistics	6	MO	384	64.00
Total Logistics	1	LS	33,805	33,805.07
Elevators	1	LS		
Elevators	1	LS	1,909,650	1,909,650.00
Total Elevators	1	LS	1,909,650	1,909,650.00
Total Elevator Bid Package Estimate	1	LS	2,307,118	2,307,118.46

City County of Denver
Central Library Renovation Project
Request for Initial Proposal
Attachment 2 - Cost Proposal Detail Bid Package 1 (Elevators)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	
2.000	Contractor's Proposal of Costs to Be Reimbursed (Not to Exceed Topset)					
2.A	Insurance					
2.001	Performance & Payment Bonds		LS			See Summary Sheet of Estimate
2.002	Builder's Risk Insurance		LS	Due to ROCIP, cost should be zero. If costs are not zero, enter values and explain in proposal.	0	
2.003	General Liability Insurance		LS		0	
2.004	Professional Liability Insurance		LS		0	
2.005	Pollution Liability Insurance		LS		0	
2.006	Excess/Umbrella Liability Insurance		LS		0	
2.007	Supplemental Insurance req'd w/ Owner ROCIP		LS	ROCIP Does not apply		
Note: All bonds & insurance should assume a Contractor's total Bid Package 1 contract amount (incl insurance) of \$3.0M						
2.A	Contractor's Estimated Cost of Insurance - Subtotal				0	
Percentage of Cost Proposed for Contractor's Insurance on Change Orders				0.67%		
2.B	Contractor's Onsite Staff					
2.008	Project Manager	6	MO	\$ 16,052	96,312	
2.009	Project Superintendent	6	MO	\$ 19,200	115,200	
2.010	Assistant Superintendent	N/A	MO			
2.011	Mechanical/Electrical Coordinator	N/A	MO			
2.012	Working Foreman	Excluded	MO			
2.013	Project Engineer	6	MO	\$ 11,704	70,224	
2.014	Office Engineer	N/A	MO			
2.015	Field Engineer	Excluded	MO			
2.016	Field Estimator	N/A	MO			
2.017	General Laborer	Excluded	MO			
2.018	Timekeeper	N/A	MO			
2.019	Field Office Manager	N/A	MO			
2.020	Warehouse Manager	N/A	MO			
2.021	Field Secretary	6	MO	\$ 1,756	10,536	
2.022	Other On-site Contractor Staff (WorkForce Coordinato	1	LS	\$ 6,930	6,930	
2.B	Contractor's Estimated Cost of Onsite Staff - Subtotal				299,202	
2.C	Contractor's Onsite Reimbursable Expenses					
Mobilization						
2.023	Field Engineering Equipment	Excluded	LS			
2.024	Site Survey	Excluded	LS			
2.025	Layout Within Site	Sub	LS			
2.026	Office Trailer		MO		Deleted	Deleted. Field office to be in Café in Building
2.027	Office Supplies & Equipment	6	MO	\$ 484	2,906	Deleted. Field office to be in Café in Building
2.028	Storage Trailer	N/A	MO			

City County of Denver
Central Library Renovation Project
Request for Initial Proposal
Attachment 2 - Cost Proposal Detail Bid Package 1 (Elevators)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	
2.029	Warehouse	Excluded	MO			
2.030	Set Up Onsite Office	1	LS	\$ 6,952	6,952	
2.031	Set Up Onsite Storage\Laydown Areas	Sub	LS			
2.032	Set Up Onsite Parking Area(s)	Excluded	LS			
2.033	Temporary Roadways	N/A	LS			
2.034	Temporary Fencing		LF		Deleted	Deleted. All storage and logistics to be in Library
2.035	Temporary Toilets		MO		Deleted	Deleted. Use existing Library toilets
2.036	Project Signs	1	EA	\$ 2,263	2,263	
Safety						
2.037	Safety Equipment	1	LS	\$ 2,200	2,200	
2.038	First Aid Supplies	6	MO	\$ 200	1,200	
2.039	Fire Protection	Sub	LS			
2.040	Fire Extinguishers	4	EA	\$ 375	1,501	
2.041	Fall Protection	Excluded	LS			
2.042	Third Party Safety Inspections	Excluded	MO			
2.043	Temporary Walkways	Sub	LS			
2.044	Barricades	Sub	LS			
2.045	Traffic Control	Sub	LS			
2.046	Security\Watchman Services	Owner	MO			
Utilities						
2.047	Install Temporary Electric Service at Site Office		LS		Deleted	Deleted. Field office to be in Café in Building
2.048	Install Temporary Teledata Service at Site Office	1	LS	\$ 500	500	
2.049	Install Temporary Water & Sewer Service at Site	Sub	LS			
2.050	Install Temporary Gas Service at Site	Sub	LS			
2.051	Ongoing Electric Charges for the Site Office	Owner	MO			
2.052	Ongoing Teledata Charges for the Site Office	6	MO	\$ 160	960	
2.053	Ongoing Water & Sanitary District Charges	Sub	MO			
2.054	Ongoing Gas Utility Charges (excluding Temp Heat)	Owner	MO			
Ongoing Expenses						
2.055	Jobsite Cell Phone(s) for Site Staff	N/A	MO			
2.056	Project Schedule Setup & Maintenance	1	LS	\$ 2,076	2,076	
2.057	BIM Model Setup & Maintenance	Sub	LS			
2.058	Project Extranet Setup & Maintenance	1	LS	\$ 2,500	2,500	
2.059	Project Photo Documentation	1	LS	\$ 2,106	2,106	
2.060	Video\Webcam Documentation	1	LS	\$ 1,992	1,992	
2.061	Employee Parking	1	LS	\$ 7,752	7,752	GC Staff only

City County of Denver
Central Library Renovation Project
Request for Initial Proposal
Attachment 2 - Cost Proposal Detail Bid Package 1 (Elevators)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	
2.062	Home Office Travel Costs	N/A	LS			
2.063	Moving & Subsistence	N/A	LS			
2.064	Additional Plans & Specs during Construction		LS		NA	No additional plans and specs required
2.065	Shipping, Couriers, & Postage	N/A	MO			
2.066	Project-specific Delivery & Hauling to\from Site	Sub	LS			
2.067	Temporary Radios	1	LS	\$ 2,636	2,636	
2.068	Temporary Wiring & Lights	Sub	MO			
2.069	Water, Ice & Cups	6	MO	\$ 193	1,158	
2.070	Ladders & Stairs	Sub	LS			
2.071	Erosion Control	N/A	LS			
2.072	Shoring	Sub	LS			
2.073	Weekly Clean-up	52	WK	\$ 184	9,558	
2.074	Final Clean-up	Sub	LS			
2.075	Dumpster Rental	Sub	MO			
2.076	Dumpster Pulls	Sub	EA			
2.077	Temporary Generator	Sub	MO			
2.078	Misc. Power Equipment	Owner	LS			
2.079	Equipment Repairs & Maintenance	N/A	LS			
2.080	Temporary Partitions	Sub	SF			
2.081	Pick-Up Rental	6	MO	\$ 2,700	16,200	
2.082	Automobile Rental	N/A	MO			
2.083	Pick-Up Fuel & Maintenance	N/A	MO			
2.084	Automobile Fuel & Maintenance	N/A	MO			
2.085	Water Truck	N/A	MO			
Hoisting & Material Management						
2.086	Forklift Rental	Excluded	LS			
2.087	Tower Crane Rental/Mobilization/Demobilization	N/A	LS			
2.088	Hydro-Crane Rental	N/A	WK			
2.089	Other Crane Costs	N/A	LS			
2.090	Material Hoist	Sub	WK			
2.091	Personnel Hoist	N/A	LS			
2.092	Erect Hoists	N/A	LS			
2.093	Hoist Landings	N/A	LS			
2.094	Temporary Hoist Operation	N/A	MO			
2.095	Hoisting for Subs	N/A	LS			
2.096	Scaffolding	Sub	LS			

City County of Denver
Central Library Renovation Project
Request for Initial Proposal
Attachment 2 - Cost Proposal Detail Bid Package 1 (Elevators)

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.097	Other Hoisting & Materials Management Costs	N/A	LS		
Temporary Protection of the Work					
2.098	Temporary Site Protection not w/Erosion Control	Sub	LS		
2.099	Temporary Building Protection	Sub	WK		
2.100	Temporary Building Heat not w/Gas Charges	Sub	WK		
2.101	Dewatering System & Other Water Removal	Sub	LS		
2.102	Snow Removal	Owner	LS		
2.103	Other Protection of Work Items	Sub	WK		
Testing					
2.104	Soil Testing	Owner	LS		
2.105	Concrete Testing	Owner	LS		
2.106	Masonry Testing	Owner	LS		
2.107	Weld Testing	Owner	LS		
2.108	Other Materials Testing		LS		
Permits & Fees					
2.109	Building Permit	Owner	LS		
2.110	Plan Check Fee	Owner	LS		
2.111	Water Tap Fees	Owner	LS		
2.112	Sewer Tap Fees	Owner	LS		
2.113	Sanitary Tap Fees	Owner	LS		
2.114	Elevator Permit & Inspections	Sub	LS		
2.115	Mechanical & Electrical Permits & Inspections	Sub	LS		
2.116	Health Department Permits & Inspections	Excluded	LS		
2.117	Other Government Fees\Permits Required for FCO	N/A	LS		
Other Contractor Onsite Reimbursable Costs					
2.118	Other Onsite Costs Needed for the Work	1	LS	\$ -	0
2.C	Contractor's Estimated Onsite Reimbursable Expenses - Subtotal				64,460
2.000	Contractor's Total Proposed Costs to Be Reimbursed				363,662



Full Detail Report

City and County of Denver
 Central Library Renovation - Elevator
 Modernization

Job # 19.0020

April 06, 2020

Description	Quan Un	Total	\$/Un
Elevator Bid Package Estimate	1 LS		
Logistics	1 LS		
Temporary Facilities - Safety Measures	6 MO		
Safety Equipment - Opening Protection, temp barricades	52 WK	19,732	379.46
Total Temporary Facilities - Safety Measures	6 MO	19,732	3,288.66
On-Site Utilities and Services - Dumpsters, Final Clean	6 MO		
Final Clean-Up	52 WK	10,487	201.67
Debris Hauling/Removal - 1 dumpster per elevator	8 EA	3,202	400.30
Total On-Site Utilities and Services - Dumpsters, Final Clean	6 MO	13,689	2,281.52
Site Logistics	6 MO		
Temp Parking	130 EA	384	2.95
Total Site Logistics	6 MO	384	63.93
Total Logistics	1 LS	33,805	33,804.67

Denver Central Library

Elevator Modernization

Logistics breakdown

March 18, 2020

Updated April 5, 2020

Temporary Facilities - Safety Measures

Safety Equipment - opening protection, temporary
barricades, safety measures, wayfinding/signage - 52 Weeks
@ \$379.46

\$ 19,732

On-Site Utilities and Services

Final Cleaning (multiple cleanings of Elevator Lobbies)

\$ 10,487

Debris Hauling

\$ 3,202

Site Logistics

Construction Fence Screening and Maintenance

Deleted

Staging Area (recycled concrete and removal)

Deleted

Conexs for material storage

Deleted

Parking for field staff

\$ 384

Storm water measures and maintenance, traffic control

Deleted

\$ 33,805



March 18, 2020
Revised April 5, 2020

Mr. Curt Winn
Senior Project Manager
City & County of Denver
Department of Transportation & Infrastructure | IPM - Infrastructure

Re: City and County of Denver
Denver Central Library Renovation
Elevator Modernization Recommendation
GH Phipps Job #19.0020

Dear Curt:


For the elevator modernization at the Denver Central Library, GH Phipps Construction Companies is recommending the selection of ThyssenKrupp Elevators to perform the work. This is based on the receipt of 5 competitive proposals received on February 27th, follow-up in person interviews with all 5 subcontractors and subsequent correspondence.

From the bid tabulations, ThyssenKrupp is the most competitive bidder and appears to have the correct scope for the project. Additionally, a scoring sheet was developed to evaluate the overall value of the proposers based on cost, maintenance costs, construction schedule, completion of similar projects and maintenance capabilities. The result of the value-based scoring was that ThyssenKrupp Elevators obtained the highest score. Based on having the lowest modernization cost and the highest value based score, we are recommending ThyssenKrupp Elevators be awarded the Elevator Modernization scope of work

Sincerely,

A handwritten signature in blue ink that reads "Ralph Kasper". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ralph Kasper
Preconstruction Manager

 EST NO / PROJECT: 19.0020 DCL Renovation - Elevator Modernization BID DATE: 2/27/20 2:00pm	Bid Tab - Elevators				
	Centric Elevator Bruce Hogy Email Address 303-888-6006	Kone Elevator Kristin Bieberly Email Address 720-829-8120	Schindler Jaime Sanchez Email Address 303-257-4952	ThyssenKrupp Stephan Smith Email Address 303-505-6090	Urban Elevator Service Kevin Kolloff Email Address 720-361-7256
				Recommended sub	
Drawings and Specifications: Dated 1/20/20	Included	Included	Included	Included	Included
Addenda: 1 Dated 2/14/20	Included	Included	Included	Included	Included
Tax Rate: 4.31%	Included	Included	Included	Included	Included
Project Duration:	81 Weeks VERIFY	95 Weeks	86 weeks	46 weeks	54 Weeks
Layout and hoisting by individual trades	Included	Included	Included	Gantry A Frame - Equipment through Car 5 roll to machine room 4-6 steps up to machine room, build a platform and hoist up 3' and into machine room	Included
Subs must bid mobilizations to support multiple phases	Included	Included	Included	Included	Included
Subs provide own parking	Included	Included	Included	Included	Included
Performance and Payment Bond	Included 1%	Included 1%	Included .85%	Included 1%	55,195
Textura Fees: Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value, with a minimum fee of \$100 and a maximum fee of \$3,750.	NA	NA	NA	NA	NA
Prevailing Wages	Included	Included	Included	Included	Included
M/WBE	0% Included	0% Included	0% Included - Will go through Effort	4% is Included	2.5% is Included
Workforce Requirements	?	?	50%-50% crew	50%-50% crew	50%-50% crew
LEED Requirements	Included	Included	Included	Included	Included
Furnish and Install the Following Spec Sections:					
142200 - Electric Traction Elevator Modernization	Included	Included	Included	Included	Included
142500 - Hydraulic Elevator Modernization	Included	Included	Included	Included	Included
143250 - Elevator Maintenance Specs	Included	Included	Included	Included	Included
	Shell Stays, Rails Stay, All New Equipment in Machine Room		Shell Stays, Rails Stay, All New Equipment in Machine Room	Changing out most equipment except cabs and rails, everything else is new	
PRICE 1 - Modernize Passenger Elevators 1-4	1,002,522	1,046,101	1,063,133	856,431	895,597
PRICE 2 - Cab Allowance Passenger Elevators 1-4	100,000	100,000	100,000	100,000	100,000
PRICE 3 - Modernize Service Elevators 5-6	481,546	519,061	554,082	433,174	501,887
PRICE 4 - Modernize Hydraulic Elevator 8	95,903	98,604	89,210	98,870	85,154
PRICE 5 - Work by Other Trades for Elevators 1-6&8	154,120	127,727	155,319	292,669	257,191

	-				
GHP Bid Form	Included	Included	Included	Included	Included
ROCIP Acknowledgement	Included	Included, but no Credit	Included, but no Credit	Included, but no Credit	Included
Workforce Development Acknowledgement	Included	see below	see below	see below	see below
15% of construction hours will be performed by apprentices in registered apprenticeship programs, that 25% of these hours will be performed from Targeted Areas or are from Target Populations and that 25% of these hours will be performed by first year apprentices.	15% Yes, Zip Code = Challenge	15% Yes, Zip Code = Challenge	15% Yes, Zip Code = Challenge	15% Yes, Zip Code = Challenge	Included - Zip Code - Challenge, unless the FT PM can be counted who resides in 80204
RFQ					
Substitution Request for Anything that Differs	NA - Per Spec	NA - Per Spec	NA - Per Spec	Below	NA - Per Spec
				Spec calls for standard (without Arrows) hall position indicators for every floor, substituted combination (with Arrows in the Hall) position indicator to meet code	
				Elevator Cladding, Lighting, Pads and Hooks - included in allowance in lieu of included specified in base bid	
Work Sequence -					
Freight No. 6 and Public No. 1	Included	Included	Included	1 and 5	Included
Freight No. 5 and Public No. 2	Included	Included	Included	2 and 6	Included
Public No. 3 and Public No. 4	Included	Included	Included	3 and 8	Included
Concurrent w/Above - Hyd Elev No. 8	Included	Included	Included	4 on its own	Included
Concurrent w/Main Project - Decommission Elev No. 7	yes, if accept alt.	yes, if accept alt.	yes, if accept alt.	yes, if accept alt.	yes, if accept alt.
Work by Others:					
Provide all associated electrical work.	Included	Included	Included	Included	Included
Provide all associated fire alarm work.	Included	Included	Included	Included	Included
Provide all associate fire sprinkler protection work.	Included at Hydraulic Elevator	N/A with Traction, Already Existing in Hydraulic Elevator - N/A	N/A with Traction, Already Existing in Hydraulic Elevator - N/A	N/A with Traction, Already Existing in Hydraulic Elevator - N/A	N/A with Traction, Already Existing in Hydraulic Elevator - N/A
Provide all associated low voltage and tele/data cabling work.	Phone Line - By Owner (Use Existing)	Phone Line - By Owner (Use Existing)	Phone Line - By Owner	Phone Line - By Owner	Phone Line - By Owner (Use Existing)
Provide all associated drywall, masonry patching.	Included	Included	Included Minor	Included	Included
Include all associated painting, or touch-up of existing painted surfaces.	Included	Included	Included Minor	Included	Included
Include fire sealing all penetrations through rated assemblies.	Included	Included	Included	Included	Included
Provide warranties as specified.	Included	Included	Included	Included	Included

Include cab blankets (furnish and install) in your price.	Included	Included	Included	Included	Included
Provide labor, materials and hoisting to unload, distribute and install this work.	Included	Included	Included	Included	Included
Patch penetrations created by this subcontractor from the elevator room to the hoistway.	Included	Included	Included	Included	Included
Add'l Scope:					
Storage adjacent to loading dock	Included - Per Walk Thru	Included - Per Walk Thru	Included - Per Walk Thru	Included - Per Walk Thru	Included
Additional storage containers needed?	Loading Dock area is enough	Loading Dock area is enough	Loading Dock area is enough	Loading Dock area is enough	Included
Dumpsters for demo materials	Included - Per Walk Thru	Included - Per Walk Thru	Included - Per Walk Thru	Included - Per Walk Thru	Included
How recycle for LEED?	Included	Included	Included	Included	Included
% of M/WBE Achieved in Bid	0% Included	0% Included	0% Included	Included 4%	Included 2.5%
Lerch Bates - Scope			Will Review	Will Review	Will Review
Shunt trip gear in machine room		Deduct?	Confirmed Existing	Confirmed Existing	included if not existing
Emergency Power delayed transfer switch - INCLUDE IN BASE	Add?	Add?	included in base	Included	Included
Elevator pit work platforms - What would deduct amount be if not needed? - PROVIDE AS ADD ALTERNATE IF NEEDED	Add?	Deduct?	Add \$8,632 per platform	25,000	Add \$11,000 per platform
Main line disconnect clarification					
Total Bid Amount	1,834,091	1,891,493	1,961,744	1,806,144	1,851,182
Performance & Payment Bond -- Req'd:					
BID ALTERNATES:					
Alt 1 - Elev 1-6 New Hoistway Door Panels	Add 189,010	Add 118,876	Add 213,336	Rejected - \$117,814	Add 135,430
Alt 2 - Elev 1-4 Install New Gearless Machines	94,922	62,828	Included	52,935	102,222
Alt 3 - Elev 8 New Hoistway Door Panels	Add 13,165	Add 7,737	Add 23,328	Rejected - \$5,524	Add 9,040
Alt 4 - Elev 5-6 New Diamond Plate Style Cab Panels on Sides and Rear, New Dual Bumper Rails	39,700	7,900	62,654	50,571	50,000
Alt 5 - Decommission Hydraulic Elev #7	Add 2,965	Add 1,690	Add 2,816	Rejected - \$6,500	No Cost
Alt 6 - Decommission the six onsite Escalators	Add 28,645	Add 23,760	Add 19,200	Rejected - \$53,050	No Cost
Total Bid Amount + Alternates #2 & #4	1,968,713	1,962,221	2,024,398	1,909,650	2,003,404

Exhibit R

Self-Performed Work Proposal

Self-Performed **Work**

GH Phipps' self-performance capabilities enhance **our capacity to competitively control cost, schedule and quality**. We believe that by maintaining control over the important tasks below, we offer clients several tangible benefits. Our justification for self-performing this work is summed up in two words; efficiency and quality.

For the library renovation, GH Phipps can self-perform the following work items with our own forces and intends to competitively bid the following work items. **Bold type** identifies areas for potential apprentices in the GH Phipps Apprenticeship education program.

- » **Doors/hardware**
- » **Selective demolition**
- » **Concrete**
- » Cleanup
- » **Blocking and backing**
- » Survey and layout
- » **Drywall paint and patching**
- » Material handling
- » Temporary partitions and enclosures
- » Safety measures and wayfinding signage
- » Site maintenance and fencing
- » Stormwater measures
- » **Minor excavation**



Exhibit S

Certificate of Insurance

Exhibit T

Rolling Owner Controlled Insurance Program (“ROCIP”)

EXHIBIT TBD
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 4.1.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.

CITY AND COUNTY OF DENVER



DENVER
THE MILE HIGH CITY

ROLLING OWNER CONTROLLED INSURANCE

SAFETY MANUAL

REVISED: JUNE 10, 2019



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TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & GENERAL INFORMATION	1
SECTION 2.	DEFINITIONS	2
SECTION 3.	CCD ROCIP SAFETY TEAM DIRECTORY	4
SECTION 4.	SAFETY RESPONSIBILITIES & QUALIFICATIONS.....	4
4.0	Contractor.....	4
4.1	Contractor Safety Representative.....	4
4.2	Subcontractor Safety Representative	7
4.3	Field Supervisors/Foreman.....	8
4.4	CCD ROCIP Safety Team	8
4.4.1	Statement of Authority	8
4.4.2	Responsibilities/Duties.....	9
SECTION 5.	HEALTH AND SAFETY SPECIAL PROVISIONS	10
5.0	CONTRACTOR'S SITE SPECIFIC SAFETY PLAN (SSSP).....	10
5.0.1	Pre-Project Hazard Analysis	10
5.1	DRUG FREE WORK ENVIRONMENT	10
5.1.1	Rocip Drug-Free Workplace Policy.....	11
5.2	JOB HAZARD ANALYSIS (JHA)	15
5.3	DAILY PRE-TASK PLANNING	15
5.4	RISK MITIGATION TWO WEEK LOOK AHEAD	15
5.5	STRETCH AND FLEX PROGRAM	15
5.6	SUBCONTRACTOR PRE-MOBILIZATION MEETING.....	15
5.7	MOTOR VEHICLES & EQUIPMENT	16
5.7.1	Personal Vehicles	16
5.7.2	Jobsite Vehicles & Equipment.....	16
5.8	CRANE OPERATIONS	17
5.8.1	Crane Operators.....	17
5.8.2	Critical Lift Plans	17
5.8.3	Shared Space Agreement.....	18
5.8.4	Third Party Inspection	18
5.8.5	Crane Assembly/Disassembly	18
5.8.6	Qualified Riggers	19
5.8.7	Qualified Signal Person Requirements.....	19
5.8.8	Outriggers and stabilizers	19
5.8.9	Work Platforms Suspended From Cranes	20
5.9	ELEVATED WORK - FALL PROTECTION.....	20
5.9.1	Types of Fall Protection Systems.....	21
5.9.2	Safety Harness.....	21

5.9.3	Lanyards and Lifelines	21
5.9.4	Written Fall Protection Plan	22
5.9.5	Training	22
5.10	FLOOR AND ROOF OPENINGS	23
5.11	LADDERS	23
5.11.1	General Requirements	23
5.11.2	Job-Built Ladders.	24
5.12	SCAFFOLDING	24
5.12.1	Scissor Lifts	25
5.13	AERIAL WORK PLATFORMS	25
5.13.1	Boom Lifts.....	25
5.14	EXCAVATIONS AND TRENCHING	26
5.14.1	Underground Utility Damage Prevention Work Plan .	27
5.15	HAZARDOUS CHEMICALS	29
5.15.1	Hazardous Materials and Hazardous Waste	29
5.15.2	Safety Data Sheets (SDS).....	29
5.16	CONFINED SPACE ENTRY	29
5.16.1	Identification Of Confined Spaces.....	30
5.16.2	Permit-Required Confined Space	30
5.16.3	Permit Required Confined Space Entry Program.....	30
5.16.4	Entering A Permit-Required Confined Space	31
5.17	PERSONAL PROTECTIVE EQUIPMENT	32
5.17.1	Eye Protection	32
5.17.2	Head Protection.....	32
5.17.3	Hearing Protection.....	33
5.17.4	Foot Protection.....	33
5.17.5	Clothing	33
5.17.6	Hand Protection	33
5.17.7	Respiratory Protection	34
5.18	HOUSEKEEPING	34
5.19	SPILL PREVENTION	35
5.20	SANITATION	35
5.20.1	Potable water.....	35
5.20.2	Toilets	36
5.20.3	Washing Facilities	36
5.21	SEVERE WEATHER	36
5.21.1	Snow and Ice Removal.....	36
5.22	ELECTRICAL	37
5.22.1	Lock-Out Procedures	37
5.22.2	Energized Electrical Work	38
5.23	SILICA	38
5.24	POWDER ACTUATED TOOLS	38

5.25	STEEL ERECTION	38
5.26	WELDING AND CUTTING	39
	5.26.1 Electric Arc Welding.....	39
	5.26.2 Gas Welding or Cutting.....	39
5.27	COMPRESSED GAS CYLINDERS	40
5.28	HOT WORK PERMITS	40
	5.28.1 General Guidelines	41
5.29	FIRE PREVENTION AND PROTECTION.....	41
5.30	SMOKING	42
5.31	SECURITY	42
	5.31.1 Vehicle Search	42
	5.31.2 Tour & Visitor Guidelines.....	42
	5.31.3 Loitering on the Job.....	43
5.32	GENERAL RULES	43
5.33	TRAFFIC CONTROL	43
5.34	PROTECTION OF THE PUBLIC AND PROPERTY	44
5.35	HEAT ILLNESS PREVENTION.....	46
5.36	CRISIS COMMUNICATIONS PLAN	46
5.37	JOBSITE SAFETY INSPECTIONS.....	47
SECTION 6. REQUIRED SAFETY TRAINING		47
6.0	NEW EMPLOYEE ORIENTATION TRAINING PROVIDED BY THE CONTRACTOR	47
	6.0.1 Documentation.....	48
SECTION 7. RECORDKEEPING REQUIREMENTS		48
7.0	POSTERS.....	48
7.1	SIGNS	49
7.2	NEAR MISS REPORT	49
7.3	ACCIDENT/INCIDENT INVESTIGATION REPORTS	49
7.4	WEEKLY SAFETY TOOL BOX ATTENDANCE ROSTER.....	49
7.5	SAFETY OBSERVATIONS.....	49
7.6	CONTRACTOR'S MONTHLY SAFETY REPORT.....	50
SECTION 8. ADMINISTRATIVE POLICIES.....		50
8.0	CONTRACTOR SAFETY PROGRAM REVIEW	50
8.1	WEEKLY JOINT SAFETY MEETING.....	50
8.2	SUPERVISORY SAFETY MEETINGS.....	50
8.3	INCIDENT NOTIFICATION	51
8.4	INCIDENT AND NEAR MISS INVESTIGATIONS.....	51
8.5	LESSONS LEARNED.....	51

8.6	ACCIDENT/INCIDENT REVIEW WITH PROGRAM MANGER & CCD ROCIP SAFETY TEAM	52
8.7	EMPLOYEE DISCIPLINE & ENFORCEMENT.....	52
8.8	DESIGNATED PROVIDER LIST.....	53
8.9	TRANSITIONAL DUTY	54
8.10	OSHA INSPECTIONS	55
	APPENDIX A MODEL SITE SPECIFIC SAFETY PLAN (SSSP).....	56
	APPENDIX B JOB HAZARD ANALYSIS	63
	APPENDIX C DAILY PRE-TASK PLANNING SHEET	64
	APPENDIX D RISK MITIGATION TWO WEEK LOOK AHEAD.....	65
	APPENDIX E SUBCONTRACTOR PREMOBILIZATION SAFETY MEETING	66
	APPENDIX F CRITICAL LIFT PLAN (CRANES).....	67
	APPENDIX G SAMPLE SHARED SPACE AGREEMENT (CRANE)	68
	APPENDIX H SUSPENDED PERSONNEL PLATFORM CHECKLIST.....	72
	APPENDIX I VISITOR’S WAIVER AND RELEASE.....	76
	APPENDIX J SAMPLE HEAT ILLNESS PROGRAM.....	78
	APPENDIX K RESERVED.....	85
	APPENDIX L PROJECT SAFETY ORIENTATION TRAINING ACKNOWLEDGEMENT	86
	APPENDIX M NEAR MISS REPORT FORM.....	87
	APPENDIX N SAMPLE WEEKLY SAFETY TOOLBOX ATTENDANCE ROSTER... 	88
	APPENDIX O INVESTIGATION FORMS	89
	APPENDIX P SAMPLE HOT WORK PERMIT	93
	APPENDIX Q LESSONS LEARNED FORM.....	94
	APPENDIX R CONTRACTOR’S MONTHLY SAFETY REPORT.....	95
	APPENDIX S DESIGNATED PROVIDER LIST.....	97
	APPENDIX T CONCENTRA DRUG TESTING AND MEDICAL TREATMENT AUTHORIZATION FORM.....	999
	APPENDIX U MIDTOWN DRUG TESTING AND MEDICAL TREATMENT AUTHORIZATION FORM.....	101
	APPENDIX V WORKWELL DRUG TESTING AND MEDICAL TREATMENT AUTHORIZATION FORM.....	1042
	APPENDIX W EXCAVATION/UTILITY PERMIT	1044
	APPENDIX X SAMPLE REASONABLE SUSPICION FORM.....	106

APPENDIX Y CCD OSHA INSPECTION PROCEDURES.....107

SECTION 1. INTRODUCTION & GENERAL INFORMATION

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

The ROCIP Safety Manual was prepared by The City and County of Denver and Arthur J. Gallagher & Co., and reviewed by Zurich Services Corp., to ensure proactive safety processes are used on ROCIP projects to prevent accidents involving employees and the public. The contractor and subcontractors of any tier are responsible for complying fully with all applicable laws, statutes, ordinances, rules, regulations and/or orders of any public authority (federal, state, local) as they relate to safety of persons, environment, public and property. This document is not intended to reiterate applicable health and safety standards, but rather to provide a minimum standard of compliance. Revisions to requirements within this document made during the duration of the contract will be immediately binding and enforced, provided they are more stringent than existing health and safety standards. All applicable federal, state and local standards are incorporated into this program by reference. The Contractor and each subcontractor shall have a current copy of the OSHA Construction standards on site.

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

The general contractor safety programs will be submitted at least 30 days prior to the start of any construction work under the ROCIP. The safety programs submitted must meet or exceed the safety requirements outlined in the Contract Documents, including Division 1 – General Requirements, the ROCIP Safety Manual and be in compliance with all applicable federal, state, and local safety and environmental laws and regulations. This ROCIP Safety Manual shall serve as a general framework.

The Contractor is required to develop a site specific safety plan (SSSP), which identifies specific site safety requirements, potential exposures associated with the project, and the means and methods to be employed to address these exposures. Review and acceptance of the Contractor's site specific safety plan shall not impose any liability on the Owner, broker or insurance carrier.

All subcontractors are required to develop their own site specific safety plan to cover the scope of their work activity. Subcontractors must submit their site specific safety plan to the

Contractor. The Contractor is responsible for reviewing their Subcontractor's site specific safety plan and making them available to the ROCIP Safety Team for review.

The Contractor will be responsible for overseeing the safety of all Subcontractor employees on the project. This is required regardless of a Subcontractors' eligibility for coverage under the ROCIP program; however, this does not relieve the Subcontractor of its safety responsibilities.

The ROCIP has specific safety requirements that, in many instances, exceed current federal, state, or local safety and environmental standards. In the event of a conflict between Division 1 and the ROCIP Safety Manual, the ROCIP Safety Manager and the Director of Construction will determine which safety procedure will be followed.

The contractor and each subcontractors must thoroughly review this document and the appropriate portions of the Contract Documents, including Division 1- General Requirements, to understand the risks inherent in the project and the safety measures needed to adequately protect employees and the public from harm.

This document shall become part of the Contract Documents. The requirements contained herein are binding and failure to comply will be deemed as non-compliance or default of the contract. Payments of monthly pay applications may be withheld until compliance is deemed satisfactory. Failure to comply may result in removal from the project.

The CCD reserves the right to revise and/or modify this document via bulletin, form or any other written communication.

SECTION 2. DEFINITIONS

- A. The following acronyms and titles may not reflect the actual titles and acronyms in use by all entities on this project and do not have any force or effect beyond their use in the Safety Standards. Due to such differences in nomenclature among Owners and Contractors, the following are used throughout the ROCIP Safety Manual to establish the functional framework for the ROCIP Safety Program.
- 1) **Accident.** An undesired event or sequence of events causing injury, illness, property damage or loss of life.
 - 2) **Authorized Person.** (In reference to an employee's assignment) Selected by the employer for that purpose.
 - 3) **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 CCD ROCIP projects. The team includes The City and County of Denver project Risk Management

and Safety Departments, and Arthur J. Gallagher safety representatives and representatives from the insurance carrier.

- 4) **Competent Person.** One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- 5) **Contractor.** The entity with which the City and County of Denver enters into this contract; **or, any entity that determines means and methods on the work site and supervises Subcontractors.**
- 6) **Contractor Safety Representative.** Fulltime safety professional assigned to monitor the safety of Contractor employees and Subcontractors under the scope of work of the contract.
- 7) **Employee.** Person employed by an Employer as defined by this section.
- 8) **Employer.** Firm or entity that has Employees working on site and is enrolled in the ROCIP program. The term Employer includes the Contractor and Subcontractors of all tiers.
- 9) **Hole.** A gap or void 2 inches or more in its least dimension, in a floor, roof, or other walking/working surface.
- 10) **Near Miss Incident.** Incident that had the potential to cause harm or injury but because of circumstances resulted in no harm.
- 11) **ROCIP Broker/Administrator.** Arthur J. Gallagher & Co. (AJG) is the broker administering the ROCIP Insurance Program providing risk management consulting and being a consultant for safety to the project.
- 12) **Occupational Safety and Health Administration.** OSHA as used in the context of these Safety Standards refers to Federal agency with jurisdiction over workplace occupational safety and health at the project site.
- 13) **Qualified Person, Attendant or Operator.** A person designated by the employer who by possession of a recognized degree, certificate, or professional standing, or who, by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.
- 14) **Rolling Owner Controlled Insurance Program (ROCIP).** Owner's wrap-up insurance program which provides insurance coverage for eligible and enrolled owner's representatives, Contractors, and Subcontractors of any tier, working on City and County of Denver ROCIP project sites. The Owner identifies program participants.
- 15) **Site-Specific Safety Program (SSSP).** The Employer's Site-Specific Safety Program prepared in accordance with the requirements of this document and the Contract.
- 16) **Subcontractor.** Firm or other entity awarded work by a Contractor on a particular construction project. Subcontractor as used herein shall apply to all tiers of Subcontractors, as well as vendors and service providers performing work for the benefit of the Contractor. For the purposes of the Safety Standards, vendors, suppliers, and service providers on the project for the furtherance of the project are covered by this definition and are subject to the provisions of the Safety Standards even though they may not be enrolled in the ROCIP.

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

SECTION 3. CCD ROCIP SAFETY TEAM DIRECTORY

Name	Title	Company	Office	Cell	Email
Ray Sibley	Director, Risk Management	CCD	(720) 913-3349		Raymond.Sibley@Denvergov.org
Devron McMillin	Risk Manager	CCD	(720) 913-3345	(303) 717-2150	Devron.McMillin#@Denvergov.org
Keith Williams	CCD Project Safety Manager	CCD	(720) 913-3325	(970) 980-7559	Keith.Williams@Denvergov.org
Ed Davis	Senior Loss Control Specialist	A.J. Gallagher	(303) 889-2552	(303) 601-1165	ed_davis@ajg.com
Rick Zellen	AVP, Principal Risk Engineer	Zurich Services Corp.	(720) 737-8434	(720) 737-8434	rick.zellen@zurichna.com

For all emergencies, call - 911.

SECTION 4. SAFETY RESPONSIBILITIES & QUALIFICATIONS

4.0 CONTRACTOR

- A. Contractor and Subcontractors, of any tier, have the explicit responsibility to perform work in accordance with the Contract Documents, including Division 1- General Requirements, federal law (including both 29CFR1910 and 29CFR1926 statutes) and the City and County of Denver's ROCIP Safety Manual requirements. This is in addition to compliance with the Contractor's company requirements and submitted and accepted Site-Specific Safety Plan (SSSP).

4.1 CONTRACTOR SAFETY REPRESENTATIVE

NOTE: Variance to the requirements in Sections 4.1.A. and 4.1.B. may be granted at the sole discretion of the CCD ROCIP Safety Team. Any variance must be negotiated prior to contract signing.

- A. The Contractor shall assign a fulltime safety professional, meeting the qualifications of 4.1.B., to monitor the safety of their employees and Subcontractors under the scope of

work of the contract. If the manpower loading exceeds 249 employees on the project, a second fulltime safety professional shall be retained. If the project exceeds 750 employees, and Contractor will discuss the need for adding additional safety personnel to ensure the safety requirements of the ROCIP are fully met. When multiple shifts are involved the Contractor will assign additional qualified safety professional meeting the minimum qualification outlined below.

B. The qualifications of the Contractor's safety representative must be submitted to the CCD ROCIP Safety Team for review prior to assignment to the site. Approval will depend upon the following qualifications and experience:

- 1) Hold a BCSP (Board of Certified Safety Professionals) designation (CHST, ASP, CSP, OHST, GSP) with at least 5 years of relevant construction safety and health experience; **or**
- 2) Have a Bachelor's degree in Safety Management or an equivalent engineering degree with at least 7 years of relevant construction safety and health experience; **or**
- 3) Have at least 12 years of relevant construction safety and health experience; **and**
- 4) Completed the OSHA 500 course for construction or OSHA 30-hour course for construction outreach within the last 24 months, and remain current for the duration of the project.
- 5) Provide proof of completion of a Red Cross or approved equal for Cardio – Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood-borne pathogens training course.
- 6) Completion of drug and alcohol reasonable suspicion training.
- 7) Knowledge of safety representatives' responsibilities.

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

- 1) Employee Safety Orientation, Training and Instruction
 - i) Conduct orientation sessions for employees new to the site, prior to their beginning work.
 - ii) Participate in weekly tool box safety meetings; assist field supervisors, as requested, with meetings.
 - iii) Conduct monthly supervisor safety meetings.
 - iv) Participate in Job Hazard Analysis development and Pre-Task Planning activities.
 - v) Instruct supervisors on safety rules and regulations.
 - vi) Instruct employees concerning special procedures (e.g. lock-out, excavation, confined space entry, etc.) as required by OSHA or this manual
 - vii) Conduct regulatory training as required.
 - viii) Conduct emergency evacuation training.
- 2) Record Keeping

- i) Complete and maintain OSHA, state, federal, company, and project specific reports and retain for the duration of the project or as required by law.
 - ii) Complete accident investigation, conduct root cause analysis and develop lessons learned reports for distribution to Contractors, Subcontractors and CCD ROCIP Safety Team.
 - iii) Complete inspection reports.
 - iv) Maintain training documentation.
 - v) Complete and process The City and County of Denver ROCIP safety and health reporting requirements. This includes but is not limited to inspections, incident/accident reports and training logs.
- 3) Safety Standards, Rules and Regulations Enforcement
- i) Authority to take immediate corrective action, including authority to stop work.
 - ii) Organizational freedom necessary to implement and enforce Subcontractor safety and health programs.
 - iii) Implement, maintain, and update, as required, conditions and project site specific safety policies and procedures.
 - iv) Interpret and implement site specific safety policies and procedures.
 - v) Demonstrate, by example, proper safety behavior.
 - vi) Ensure that appropriate company disciplinary action is taken in response to unsafe behavior.
- 4) First Aid/Medical Treatment
- i) Ensure first aid supplies are adequate.
 - ii) Investigate accidents and complete or obtain accident reports.
 - iii) Coordinate transportation of employees with minor injuries to Contractor's first aid station or designated medical facility.
 - iv) After ensuring treatment of the injured worker and securing the work site, inform the CCD ROCIP Safety Team immediately.
 - v) Prior to medical treatment, provide the injured employee with a copy of Appendix S. Ensure that the injured employee selects an authorized treatment facility. Employee must circle their choice on the document, then sign/date and return to the Contractor.
- 5) General Responsibilities
- i. Keep the CCD ROCIP Safety Team appraised of any safety related issues that have or may develop.
 - ii. Conduct work area safety inspections and provide results to the CCD ROCIP Safety Team upon request.
 - iii. Conduct investigations of all accidents and incidents and forward reports to the CCD ROCIP Safety Team.
 - iv. Compile safety statistical information and copy the CCD ROCIP Safety Team.
 - v. Participate in scheduled weekly safety meetings with the Program Manager.

4.2 SUBCONTRACTOR SAFETY REPRESENTATIVE

- A. Subcontractors of any tier are responsible for complying with the safety requirements addressed in the ROCIP Safety Manual, the Contractor's SSSP, Federal, State and Environmental, Safety and Health rules and regulations, whichever is most stringent.
- B. Each Subcontractor on site with a manpower loading less than 50 employees shall have an employee assigned as a safety representative meeting the minimum requirements listed below. This employee may be a working foreman.
 - 1) Completed at least an OSHA 10 Construction Outreach Training Course within the last twenty-four (24) months before being assigned to this project
 - 2) Provide proof of 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.
 - 3) Received training on Heat Illness and is required by qualification to train his/her employees on the subject.
- C. When a Subcontractor's manpower loading is equal to or exceeds 50 employees, the Subcontractor is required to have a full time Subcontractor safety representative onsite. The qualifications for the full time safety representative shall meet the following minimum requirements:
 - 1) Completed at least an OSHA 30 Construction Outreach Training Course within the last twenty-four (24) months before being assigned to this project.
 - 2) Provide proof of completion of a Red Cross or approved equal for Cardio – Pulmonary Resuscitation (CPR), First Aid, Automated External Defibrillation (AED), and blood-borne pathogens training course.
 - 3) Received training on Heat Illness and is required by qualification to train his/her employees on the subject.
 - 4) Completion of drug and alcohol reasonable suspicion training.
- D. Duties of the Subcontractor Safety Representative include the following regardless of manpower loading:
 - 1) Participation in accident and incident investigation involving their work and employees.
 - 2) Have the right and authority to stop any and all hazardous work being performed by their employer whenever imminent danger to life and health exists.
 - 3) Organizational freedom necessary to implement and enforce Subcontractor's safety and health program and report to their own direct supervisor all cases of employees who, in their opinion, are not qualified for the work to which they have been assigned or who engage in unsafe practices.
 - 4) Attend safety meetings scheduled by Contractor or CCD ROCIP Safety Team.
 - 5) Counsel and train the employees when the Daily Pre-Task Planning Sheet does not adequately identify the key areas of the task.

4.3 FIELD SUPERVISORS/FOREMAN

- A. The field supervisors have the responsibility for overall training, control, and conduct of personnel on their crew. As first line supervisors, their role in the safety and health program is crucial because they set the example by which their employees work. Field supervisors/foremen must have completed at least an OSHA 10 Construction Outreach Program within the last 24 months or OSHA 30 Construction Outreach Program within the last 60 months.
- B. The field supervisors' safety responsibilities include, but are not limited to:
 - 1) Authority to stop work when employee's or crew is exposed to hazardous conditions or potentially hazardous conditions.
 - 2) Capable of developing and leading JHA's and daily pre-task planning activities.
 - 3) Task specific safety training.
 - 4) Safety inspections.
 - 5) Tool box safety meetings.
 - 6) Accident investigation.
 - 7) 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.
 - 8) Completion of drug and alcohol reasonable suspicion training.
 - 9) Capable of implementing the crisis management plan.

4.4 CCD ROCIP SAFETY TEAM

4.4.1 STATEMENT OF AUTHORITY

- A. All persons who come into the work area for any reason during construction will be required to comply with the established safety regulations that govern the Project. The CCD ROCIP Safety Team is a representative of the City and County of Denver, National Western Center, and shall directly review and manage the requirements of the ROCIP Safety Plan. If CCD ROCIP Safety Team finds the Contractor areas of work or individuals being, or acting in noncompliance with OSHA, the Site Specific Safety Plan, ROCIP Safety Manual requirements, or any other applicable regulations, the CCD ROCIP Safety Team shall have the authority to order immediate correction and to stop work. Noncompliance with Project Safety Plan may be grounds for Contractor dismissal and/or employee(s) being forbidden entry onto the project. All costs of correction shall be borne by the Contractor deemed responsible. Nothing contained herein, however, shall serve to relieve the Contractor of his liabilities and/or obligations to the requirements set forth by OSHA, or other applicable Federal, State and Local requirements. The most stringent regulation shall apply if a conflict arises in the interpretation of the safety requirements of the ROCIP Safety Manual, Federal, State or local Government.

4.4.2 RESPONSIBILITIES/DUTIES

- A. The 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 include, but are not limited to, the following:
- 1) Review and accept Site Specific Safety Plans, review and approve Contractor Safety Representative qualifications, and evaluate variance requests.
 - 2) Compile, follow-up, and maintain safety performance statistics for the project. Communicate above information to the project's senior management to ensure they are informed of the safety program.
 - 3) Keep apprised of new regulations and developments to keep the safety policies and procedures current and effective.
 - 4) Conduct safety surveys of Contractors' and Subcontractors' activities to observe safety performance and make appropriate recommendations.
 - 5) Review and communicate methods and procedures to foster the highest level of accident prevention performance possible. Provide such information to the safety representative or designee.
 - 6) Act as an advisor providing consulting and training to the Contractors and their Subcontractors to enhance safety performance and best practices specific to the project.
 - 7) The focus of the safety efforts are on prevention of accidents through the safety plan; however there can be circumstances where accident investigations may be necessary to systematically determine the root cause, therefore the degree of detail required shall parallel the severity of the incident.
 - 8) Periodically attend Contractor safety tool box meetings, review Job Hazard Analysis to ensure content and quality of the meetings are being achieved.
 - 9) Review all accident investigation reports to ensure thorough investigations were conducted to control future accidents and communicate lessons learned.
 - 10) Disseminate safety bulletins.
 - 11) Distribute written information to the safety representative or designee regarding new proactive requirements, regulations or developments in safety.
 - 12) Review and evaluate Contractors' safety meeting minutes to ensure that safety meetings are being held.
 - 13) Provide the ROCIP safety manual and its revisions throughout the course of the project. Provide other written safety information, posters, etc., as needed.
 - 14) Provide coordination with public and regulatory agencies.
 - 15) Participate in organizations such as ABC, AGC, ASSP, and National Safety Council to remain apprised of new developments in safety or any other professional electronic briefings as necessary.

SECTION 5. HEALTH AND SAFETY SPECIAL PROVISIONS

5.0 CONTRACTOR'S SITE SPECIFIC SAFETY PLAN (SSSP)

- A. The SSSP is essential to the successful and consistent implementation of ROCIP Safety Program. The Contractor/Subcontractor will be responsible for costs to establish and maintain a safety program that meets or exceeds the requirements contained in this manual. A written Site-Specific Safety Plan must be submitted for review by the Program Manager and the CCD ROCIP Safety Team at least 30 days before mobilization.
- B. Each SSSP must be tailored to the risks of the project. Some projects involve a variety of complex hazards and require substantial SSSP development with comprehensive guidance. See Model site specific safety plan in Appendix A.
- C. See additional requirements in Division 1 - Section 01110

5.0.1 PRE-PROJECT HAZARD ANALYSIS

- A. The purpose of pre-planning is to prevent unnecessary hazards during construction and to ensure each Contractor performing an operation will have the necessary material and equipment on hand when needed.
- B. Project hazard analysis is required to help the Contractor's and Subcontractor's supervision anticipate hazards and develop an appropriate mitigation plan to ensure safe performance of work.
- C. It is the responsibility of the Contractor's project superintendent to ensure that job hazard analysis is completed for their scope of work and their Subcontractor has completed a Project hazard analysis of their scope of work operations before initiating work on this project and revised as frequently as necessary.
- D. Placing high risk activities on the project schedule ensures their visibility to key project personnel and fosters cooperation and communication of associated project risks.

5.1 DRUG FREE WORK ENVIRONMENT

- A. This project is a drug-free work environment. Contractors and Subcontractors of any tier will maintain a drug-free environment in accordance with the CCD ROCIP Program. Contractors/Subcontractors of any tier are responsible for testing all of their employees who work on the project for the presence of drugs or alcohol.
 - 1) CCD/owner will pay for the cost of pre-employment substance abuse testing.
 - i. If an employee fails the pre-employment drug test, they will be disqualified from working on the ROCIP project.
 - ii. If an employee is absent from the site more than 90 consecutive days, pre-employment drug testing will be required to regain site access. The Contractor is responsible to reimburse CCD for the cost of this testing.

- iii. At the sole discretion of CCD/National Western Center Safety, a negative pre-employment drug test result may be used to qualify an employee to work on a second ROCIP project. Otherwise, another pre-employment drug test will be required.
- 2) Contractor is responsible for the cost and set up of post-incident and reasonable-suspicion testing.
- B. Contractor must present a negative drug and/or alcohol screen to the ROCIP Program Administrator for employees to return to the project site after post incident and reasonable suspicion testing.
- C. Employees subject to a post-incident or reasonable suspicion drug test and who test positive for illegal drugs or substances or alcohol above established limits will be immediately removed from the project site.
- D. Managers and supervisors will be trained in recognizing the signs and symptoms of drug and alcohol abuse.
- E. Employees suspected of drug or alcohol abuse should be escorted by a salaried supervisor of the general contractor to the testing facility.
- F. The Contractor shall carefully consider the expectations of individual privacy and confidentiality in retaining records under their policy. With the exception of the testing laboratory and the Contractor's program administrator, drug test results may not be divulged to anyone without the expressed written authorization of the tested individual, unless requested by State agency officials as part of an accident investigation.
- G. Each Contractor shall submit a substance abuse policy that contains the following:
 - 1) Statement of Purpose
 - 2) Statement of Policy
 - 3) Policy Administration/Types of Drug (including testing for synthetics) & Alcohol Tests (Pre-employment, post incident, and reasonable suspicion)
 - 4) Positive & Negative Results
 - 5) Transporting employees to and from testing facility
 - 6) Use of prescription drugs
 - 7) Recordkeeping
 - 8) Training
 - 9) Right to Search
 - 10) Discipline
 - 11) Definitions
 - 12) Confidentiality

5.1.1 ROCIP DRUG-FREE WORKPLACE POLICY

SECTION I. INTRODUCTION

The CCD ROCIP has a vital interest in ensuring safe, healthful and efficient working conditions. The unlawful presence of controlled substances in the workplace conflicts with these vital interests and constitutes a violation of public trust. For these reasons, CCD has

established, as a condition of employment and continued employment, a drug-free workplace policy.

All employees shall have a drug (and alcohol) test conducted at the approved Concentra clinic prior to working at the project location. The employee shall return the result, in the provided sealed envelope, to the CCD Safety Director. Any employee who has been off the site for more than 90-days will require another drug test prior to being permitted on site. A site orientation sticker will not be provided until after a confirmed negative drug test has been received.

The drug test policy also includes the following requirements:

SECTION II. TYPES OF DRUG TESTS

The drug-free workplace requires the following drug tests to be conducted:

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

A. Pre-Employment

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

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

B. Post-Accident

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

1. For purposes of this policy an accident is defined as an "incident" as follows:
 - a. Death or bodily harm to any person resulting in one or any combination of the following:
 - (1) Loss of consciousness
 - (2) Necessity for professional medical treatment.
 - (3) Disability which prevents the discharge of normal activities beyond the day of the accident.
 - b. Property damage, resulting in cost of recovery value, for loss of product and/or damage to the property of the ROCIP project or others, without regard to monetary value.
2. The ROCIP Contractor will provide employees with the necessary post-accident information, procedures and instructions.
3. The Contractor shall take all reasonable steps to ensure that the employee is available for post-accident testing. Employees who are subject to post-accident testing have the responsibility to make themselves available for such testing and this does not mean that necessary medical treatment for injured people should be delayed. Employees subject to post-accident testing are not to drink alcohol for up to eight hours after the accident or until post-accident testing is completed (whichever occurs first).

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

C. Reasonable Suspicion

1. Employees reasonably suspected of being under the influence of drug(s), or otherwise in violation of this policy, will submit to a drug test as determined by the Contractor or the ROCIP Program Administrator. No employee is allowed to return to work until the Program Administrator is notified by the testing facility that his/her test was negative.
2. Reasonable suspicion is any activity or behavior that suggests that this policy has been violated. The decision to test must be based on specific, contemporaneous, articulable observations of the appearance, behavior, speech, or body odor of the employee. It may also include, but is not limited to, abnormal

coordination/balance/motor skills, behavior, significant deterioration in job performance, serious mood changes or physical altercation in the workplace. Reasonable suspicion also includes the presence of drugs or drug paraphernalia.

3. If an employee tests positive on a reasonable suspicion drug test, he/she will be subject to immediate disciplinary action. For documentation purposes, see Sample Reasonable Suspicion Form in Appendix W.

D. Return to Duty

1. Employees will be subject to immediate dismissal for refusal to submit to testing upon return to duty, or if the employee tests positive upon return to duty.
2. Return to duty is defined as an employee previously tested and accepting employment for the 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.

SECTION III. CONFIDENTIALITY

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

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

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

SECTION IV. CONCLUSION

A. Employee Compliance.

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

B. Conditions of This Policy.

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

5.2 JOB HAZARD ANALYSIS (JHA)

- A. The Contractor's or Subcontractor's safety representative is required to complete a JHA for non-routine and high risk tasks. The JHA is used by the field supervisor/foreman to participate in discussions regarding high risk and non-routine tasks with employees during daily pre-task planning. See Appendix B for JHA form and example.

5.3 DAILY PRE-TASK PLANNING

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

5.4 RISK MITIGATION TWO WEEK LOOK AHEAD

- A. Contractors and Subcontractors shall maintain a bi-weekly summary of work tasks, associated hazards and control measures, using the Risk Mitigation Two Week Look Ahead Form in Appendix D, or equivalent.

5.5 STRETCH AND FLEX PROGRAM

- A. 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.

5.6 SUBCONTRACTOR PRE-MOBILIZATION MEETING

- A. The Contractor will conduct a Subcontractor pre-mobilization safety meeting at the worksite on or before mobilization. The Contractor's project manager, safety representative, supervisors and Subcontractor's safety representative, competent persons shall attend this meeting.
- B. The purpose of this meeting is to review the Subcontractor's project hazard analysis, discuss site safety issues, requirements and address any special concerns. The Contractor shall present their approach to managing safety on high risk tasks. The sample site safety and health requirement checklist in Appendix E identifying procedures and hazards can be used to discuss and document this meeting. All attendees shall acknowledge understanding by their signature to the Contractor's checklist.

5.7 MOTOR VEHICLES & EQUIPMENT

5.7.1 PERSONAL VEHICLES

- A. Must be parked in designated areas that are free of construction activities.
- B. Personal vehicles are prohibited from accessing the project. If parked on-site without authorization, they shall be removed at the vehicle owner's expense.
- C. Approved routes will be limited and appropriately marked.
- D. See Division 1 – Section 01016 for vehicle permitting requirements.

5.7.2 JOBSITE VEHICLES & EQUIPMENT

- A. All equipment shall be inspected daily before use by 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 seat-belt 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.
 - 1) 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 are 10 MPH. 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.
- R. For additional requirements, see Division 1 of the Contract Documents – Section 01016.

5.8 CRANE OPERATIONS

5.8.1 CRANE OPERATORS

- A. Crane operators must be certified 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:
 - 1) A certificate from the National Commission of Certification of Crane Operators (NCCCO).
 - 2) Qualification from the employer through an accredited NCCCO testing organization.
- B. The crane operator shall not be responsible for hazards or conditions that are not under his direct control and that adversely affect the lift operations. Whenever the operator has doubt as to the safety of crane operations, the operator shall stop the crane's functions in a controlled manner. Lift operations shall resume only after safety concerns have been addressed or the continuation of crane operations is directed by the lift supervisor.

5.8.2 CRITICAL LIFT PLANS

- A. The Critical Lift Plan in Appendix F is required to be completed, approved in writing by the Contractor and submitted for review by the CCD ROCIP Safety Team seven working days prior to critical lifts taking place if:
 - 1) The gross load exceeds 75% of the crane's total lifting capacity
 - 2) The gross load at any point during the lift exceeds 75% of the crane's lifting capacity.
 - 3) The lift requires more than two cranes.

- 4) The load will be swung over unprotected plant, equipment or service.
- 5) The lift is performed in proximity of live electrical lines.
- 6) Hoisting of personnel.

5.8.3 SHARED SPACE AGREEMENT

- A. When two Contractors/Subcontractors have common or shared airspace with the potential for two crane booms and/or associated rigging to collide, a written 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.

5.8.4 THIRD PARTY INSPECTION

- A. A third party inspector must oversee the erection of any crane being assembled on site.
- B. All cranes requiring assembly onsite must be inspected and certified by a third party inspector prior to use.
- C. Inspection documentation must be provided to the CCD ROCIP Safety Team after crane assembly and prior to operation.

5.8.5 CRANE ASSEMBLY/DISASSEMBLY

- A. Work is to be directed by an A/D (Assembly/Disassembly) director. The A/D director must meet the criteria for both a “competent person” and a “qualified person,” which are defined terms in this rule, or must be a “competent person” assisted by a “qualified person.”
- B. The A/D director must understand the applicable procedures.
- C. The A/D director must review the procedures immediately prior to beginning work unless he or she understands the procedures and has used them before for that equipment type and configuration.
- D. The A/D director must ensure that each member of the crew understands his or her tasks, the hazards of the tasks, and any hazardous positions or locations to avoid and be documented on the Pre-Task Planning sheet.
 - 1) Address hazards associated with the operation, including 12 specified areas of concern: site and ground conditions, blocking material, proper location of blocking, verifying assist crane loads, boom & jib pick points, center of gravity, stability upon pin removal, snagging, struck by counterweights, boom hoist brake failure, loss of backward stability, and wind speed and weather.
- E. The A/D director must verify all capacities of any equipment used, including rigging, lifting lugs, etc.
 - 1) Any lifting accessory must be designed by a professional engineer, with design criteria available on site, and capacities legibly marked on the device.

5.8.6 QUALIFIED RIGGERS

- A. Employers must use qualified riggers authorized by their employer. They must be present during hoisting activities for assembly and disassembly work. Additionally, qualified riggers are required whenever workers are within the fall zone and hooking, unhooking, or guiding a load, or doing the initial connection of a load to a component or structure.
 - 1) Contractors using riggers shall make available upon request, proof of documentation supporting the expertise of their qualified rigger.

5.8.7 QUALIFIED SIGNAL PERSON REQUIREMENTS

- A. A signal person is required when:
 - 1) The point of operation is not in full view of the operator.
 - 2) The operator's view is obstructed in the direction the equipment is traveling.
 - 3) Either the operator or the person handling the load determines that a signal person is needed because of site-specific safety concerns.
 - 4) Contractor must use one of the following options to ensure that a signal person is qualified:
 - i. Third party qualified evaluator. The signal person has documentation from a third party qualified evaluator showing that he or she meets the qualification requirements.
 - ii. 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.
- B. 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

5.8.8 OUTRIGGERS AND STABILIZERS

- A. When outriggers or stabilizers are used or are necessary:
 - 1) The Contractor must evaluate the soil bearing capacity at the lift site to ensure that the crane, including the maximum intended loads is compatible with the location and placement of the crane. Review of any underground installations shall be part of the evaluation.
 - 2) Outriggers and stabilizers must be fully extended or, if permitted by manufacturer procedures, deployed as specified in the load chart.
 - 3) Outriggers must be set to remove equipment weight from the wheels.
 - 4) Outrigger floats, if used, must be attached to the outriggers; stabilizer floats, if used, must be attached to the stabilizers.

- 5) Each outrigger or stabilizer must be visible to the operator or to a signal person during extension and setting.
- 6) Outrigger and stabilizer blocking must be placed under the float/pad of the jack or, if there is no jack, under the outer bearing surface of the outrigger or stabilizer beam. Blocking must also be sufficient to sustain the loads and maintain stability and must be properly placed, per manufacturer's specifications.
- 7) Horizontal distance for crane setup from an excavation must be greater than the depth of the hole.

5.8.9 WORK PLATFORMS SUSPENDED FROM CRANES

- A. The use of a crane or derrick to hoist employees on a personnel platform is prohibited, except when the erection, use, and dismantling of conventional means of reaching the worksite, such as a personnel hoist, ladder, stairway, aerial lift, elevating work platform or scaffold, would be more hazardous or is not possible because of structural design or worksite conditions.
 - 1) Prior to use of a suspended personnel work platform, the Contractor shall submit a written request to the 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.
- B. The Contractor's safety representative or designee must provide the CCD ROCIP Safety Team with a copy of the critical lift plan at least seven days prior to any operation requiring the use of personnel platforms suspended from a crane.
- C. Prior to the use of a work platform suspended from a crane, the Contractor and/or Subcontractor will complete the Suspended Personnel Platform Checklist in Appendix H for each such operation and will maintain a file documenting its operation. Each record is good only for lifts made from a single crane set-up location. Traveling, repairs or modifications of the crane will require a new record. Each record is to:
 - 1) Be initiated by the supervisor of the employee who will be working from the platform
 - 2) Describe the work to be performed and its exact location
 - 3) List all required inspections, certifications, tests, and pre-lift meetings
 - 4) Be signed by the crane operator, rigger, and initiating supervisor
 - 5) Note the name of the person who will flag or signal the crane operator
 - 6) Remain with the crane while the personnel hoist is in progress
 - 7) Section 4 (Weight Calculation Sheet) of the Suspended Personnel Work Platform Checklist must be submitted to the CCD ROCIP Safety Team for review 7 days in advance of scheduled work.

5.9 ELEVATED WORK - FALL PROTECTION

- A. Contractors and Subcontractors of any tier shall provide the appropriate fall protection system against falls from elevations six (6) feet or more 100% of the time. This includes holes from drilled shafts when working within six (6) feet of the hole; and when working from elevated positions within six (6) feet of the leading edge. All fall protection

equipment must be inspected by employees before each use. This equipment shall also be inspected by a qualified person at least monthly. Damaged and worn equipment must be removed from service and the project site immediately.

5.9.1 TYPES OF FALL PROTECTION SYSTEMS

- A. Personal fall arrest system is a means used to arrest an employee in a fall from a work level. It consists of an anchorage, connectors, a full body harness and may include a lanyard, deceleration device, lifeline, or a combination of these.
- B. Positioning device system allows an employee to be safely supported on an elevated vertical surface (such as a wall) and work with both hands free. The positioning device is not to be used as a primary anchor point.
- C. The use of safety monitors is prohibited.
- D. Guardrail system is a barrier erected to prevent employees from falling to lower levels. All guardrails must meet the requirements of 29CFR1926.502.
- E. Safety net system can be used when workplaces are more than 25 feet above the ground, water surface or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, safety lines or a safety harness is impractical.

5.9.2 SAFETY HARNESS

- A. The only permissible fall arrest system on this project is a full body harness, subsystem and components meeting ANSI requirements.
- B. Safety harnesses must be secured to an anchor point of substantial capacity capable of supporting 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.
- C. In order to maintain 100 percent fall protection, two lanyards may be required.
- D. The use of body belts is prohibited.

5.9.3 LANYARDS AND LIFELINES

- A. Lanyard and lifeline selection is determined by the type of work as well as the environmental conditions. If lanyards, connectors or lifelines may be damaged by welding, chemical cleaning, sandblasting, or sharp edges, either protect the components or use a more appropriate type of securing system.
- B. Lanyards and lifelines must incorporate or be used with an appropriate deceleration device. Deceleration devices include rope grabs, rip-stitch lanyards, specially woven lanyards, tearing or deforming lanyards, automatic self-retracting lifelines and lanyard, etc., which dissipate or otherwise limit the energy imposed on an employee during fall arrest.
- C. Once in use, the system's effectiveness is to be monitored by a qualified person. In some cases, a program for cleaning and maintaining the system may be necessary.
- D. Lanyards and lifelines must only use locking snap hooks.

- E. Under no circumstances must two lanyard snap hooks be connected together.
- F. Horizontal lifelines (HLL) shall be designed by a registered professional engineer, installed and maintained by a qualified person.
 - 1) Horizontal Lifeline Fall Distance. The primary factor that is critical to the design of HLL system is calculating the dynamic deflection of the lifeline. Other factors that must be accounted for include freefall of the worker, the deceleration distance of the worker's shock-absorbing lanyard or retractable lifeline and any other considerations that increase the worker's fall distance. The sum of these factors shall not be so great that the worker can contact an obstruction or lower level. The designer or manufacturer of a HLL system shall provide a method of calculating minimum clearances for temporary systems that can be installed in multiple configurations.
 - 2) Horizontal Lifeline Designed Load Factor. When HLL's are used, the Contractor shall have available upon request the appropriate engineered calculations for the system based on the number of workers attached to the HLL.
- G. Anchor points being used for fall arrest will hold at least 5,000 pounds, per person attached. Fall arrest and horizontal lifeline systems must be designed by a qualified person or purchased from a manufacturer qualified in the design and building of these systems. Areas where anchorage systems will be installed must be evaluated to ensure it is capable of supporting the intended loads.

5.9.4 WRITTEN FALL PROTECTION PLAN

- A. Preparing and following a written, site specific fall protection plan is required for employees working at heights of six feet or more. The plan must be submitted to the CCD ROCIP Safety Team seven working days in advance of upcoming work for review. Changes to the plan must be discussed with the CCD ROCIP Safety Team. At a minimum, the plan will include:
 - 1) Names of competent and qualified persons for fall protection.
 - 2) Identify the specific fall hazards in the work area (including location of fall hazards).
 - 3) Methods to be used for fall arrest or fall restraint.
 - 4) Overhead hazard protection measures (worker and public)
 - 5) Description of rescue methods/options for fallen personnel
 - 6) Identify how the plan will be enforced and the disciplinary actions for non-conformance.

5.9.5 TRAINING

- A. Contractor must provide a fall prevention training program for each employee who might be exposed to fall hazards. The training program must include recognition of the hazards of falling and procedures to follow to minimize these hazards. Training materials must be reviewed to verify that each employee has been trained, as necessary, by a competent person qualified in the following areas:
 - 1) The nature of fall hazards in the work area;

- 2) The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
 - 3) The use and operation of guardrail systems, restraint systems, personal fall arrest systems, safety net systems, warning line systems, CAZs, and other protection to be used;
 - 4) The limitations on the use of mechanical equipment during the performance of roofing work on low sloped roofs;
 - 5) The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection;
 - 6) The role of employees in fall protection plans;
 - 7) The requirements contained in 29 CFR 1926 Subpart M.
- B. Contractor must maintain a written certification record for employee training on site at all times for review. The record must contain the following information:
- 1) The name or other identity of the employee trained
 - 2) The date(s) of the training;
 - 3) Topics reviewed; and
 - 4) Trainer and trainee signatures

5.10 FLOOR AND ROOF OPENINGS

- A. Floor and roof hole covers shall be installed and maintained by the Contractor creating the hole and/or by the contractor whose employees are exposed to the hazard. 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 at least twice the maximum intended load, secured against displacement or lifting, and labeled as a “hole” or “cover”. The securement and labeling shall be maintained until the hazard is removed.

5.11 LADDERS

- A. The purpose of this policy is to establish minimum expectations for personnel working with portable ladders. This policy applies to all ladder use on the project.
- B. This policy is intended to notify Contractors and their employees of the basic safety requirements associated with portable ladder use.

5.11.1 GENERAL REQUIREMENTS

- A. Only Class 1A fiberglass and wood ladders are allowed on site. Metal ladders are prohibited on the CCD Project.
- B. Use a ladder for its intended purpose ONLY.
- C. Inspect ladder prior to use according in accordance with manufacturer’s requirements.
- D. Tag and dispose of defective ladders immediately.

E. All ladders shall be labeled with the company name.

5.11.2 JOB-BUILT LADDERS.

A. Job built ladders shall be built in compliance with ANSI requirements.

5.12 SCAFFOLDING

A. All scaffolds and platforms must meet the following requirements:

1) General Requirements

- i. Scaffolds shall be erected, moved, dismantled or altered only under the supervision and direction under a competent person qualified in scaffold moving, erecting, dismantling or alteration. Such activities shall be performed only by experienced and trained employees selected for such work by the competent person.
- ii. The competent person will determine the feasibility and safety of providing fall protection for employees erecting or dismantling support scaffolds. The Contractor is required to provide fall protection for employees erecting or dismantling support scaffolds where the installation and use of such protection is feasible and does not create a greater hazard.
- iii. Scaffolds six (6) feet or more above the ground or floor are to be completely decked and have handrails, midrails and 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 connected to an engineered anchorage point.
- iv. Chain guardrails on scaffolding are not permitted.
- v. Overhead protection for employees on a scaffold is required if they are exposed to overhead hazards.
- vi. Barricade the area beneath the scaffold and post "working overhead" signs in all approach directions.
- vii. Contact the CCD ROCIP Safety Team if any special scaffolding issues arise.

2) Rolling Scaffolds

- i. No one is to ride (surf) on a rolling scaffold while it is being moved.
- ii. All materials and tools must be secured prior to moving a rolling scaffold.
- iii. No rolling scaffolds will be utilized to support other scaffolds.

3) Scaffold Planking

- i. Paint or stamp scaffold planks within 12" on each end or edge to denote use for scaffold decking only.
- ii. Use only 2" X 10" or 2" X 12" scaffold grade material for scaffold planking.

4) Tagging –The most effective means of communication between the scaffold builder and the scaffold user is a scaffold tag. The tagging procedures are as follows:

- i. The crew that erects the scaffold must complete and attach the appropriate scaffold tag.

- ii. The scaffold tag must be placed at eye level on or near the access ladder so it is easy to locate and plainly visible.
 - iii. If the scaffold needs to be altered in any way, the person who signed the tag must be contacted to authorize the change and re-tag if necessary.
 - iv. An untagged scaffold must not be used.
 - v. Scaffolds shall be inspected and documented by a competent person before each shift. Scaffolds passing inspection shall have a green tag applied with the date of inspection and the inspector's signature.
- 5) Tagging System procedure:
- i. A green "Scaffold Use" tag shall be used for pre-shift inspections. Note: This tag shall be attached by the qualified person upon completion of the scaffold erection.
 - ii. A yellow tag is completed and attached to scaffolds that cannot be erected with all the components complete. The yellow tag allows the erecting crew to note what portion of the scaffold is incomplete and cautions the user. A yellow tag also informs the user fall protection may be required.
 - iii. A red tag means the scaffold is being dismantled not yet completely erected or for some reason not safe and shall not be used.

5.12.1 SCISSOR LIFTS

- A. Fall protection is not required when working from the platform of a scissor lift unless required by the manufacturer. Required is when the word "shall" or "must" is incorporated in the manufacturer's operator's manual and/or instructions.
 - 1) The scissor lift should not be used as a means of transfer material from the lift to another location.
 - 2) Employees shall always stand firmly on the floor of the scissor lift, and shall not sit or climb on the edge of the rails or use planks, ladders, or other devices for a work position.
 - 3) Scissor lifts must be inspected prior to each shift by each trained operator who will be operating the lift. This will be documented on a standard inspection form supplied by the contractor who provided the lift.

5.13 AERIAL WORK PLATFORMS

5.13.1 BOOM LIFTS

- A. Fall protection shall be worn by persons working from an aerial lift and the fall protection system shall be attached to the manufacturer's approved anchorage point on the boom or basket of an aerial lift. It is the responsibility of the user to review the manufacturer's operator's manual for approved anchorage locations.
 - 1) Fall protection shall not be secured to an adjacent pole, equipment or structure when work is being performed from the basket of the aerial lift.

- 2) Aerial lift fall protection devices are restricted to a SRL rated for horizontal use or restraint lanyard 36" in length or less.
- 3) Employees shall always stand firmly on the floor of the basket, and shall not sit or climb on the edge of the basket or use planks, ladders, or other devices for a work position.
- 4) Boom Lifts must be inspected prior to use each shift and by each operator who may use the equipment during the shift. This will be documented on a standard inspection form supplied by the contractor who is responsible for the equipment.

5.14 EXCAVATIONS AND TRENCHING

- A. Excavation and trenching are among the most hazardous construction operations. Excavations are defined as any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. A trench is defined as a narrow underground excavation that is deeper than it is wide, and is no wider than 15 feet.
 - 1) 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. Refer to 5.14.1 of this Manual for further information.
 - 2) 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.
 - i. All soils on the project will be classified as Type C soil when designing protective systems, unless a geotechnical survey is conducted by a registered professional engineer specialized in geotechnical design.
 - ii. 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.
 - iii. 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.
 - 3) 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.
 - 4) Trenches must be inspected daily, and as conditions change, by a competent person prior to worker entry to the excavation is safe for entry to perform work.
 - 5) 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 four feet or deeper. These devices must be located within 25 feet of lateral travel to all workers.
 - 6) Heavy equipment shall be kept a safe distance away from trench edges.

- 7) Surcharge loads must be kept a minimum of two feet from trench edges.
- 8) Testing shall be performed for low oxygen, hazardous fumes and toxic gases when such conditions may exist.
- 9) Contractors are not permitted to work under raised loads.

5.14.1 UNDERGROUND UTILITY DAMAGE PREVENTION WORK PLAN

A. Underground Utility Damage Prevention. The Contractor is responsible for complying with all OSHA regulations and Division 1 – Section 01020 related to underground utility damage prevention. The Contractor shall take all reasonable steps necessary to make certain that all active, abandoned, or unknown utilities are identified. Such steps are to include the utilization of an individual or firm acceptable to the Contractor and knowledgeable in Subsurface Utility Engineering (SUE) techniques, and competent to perform utility designation in conformance with the National Utility Locating Contractors Association (NULCA) Standard 101 for Professions Competence Standards for Locating Technicians or other written standard acceptable to the CCD ROCIP Safety Team. Appendix V - Excavation/Utility Permit, or other CCD approved form, must be completed prior to all underground/excavation work.

1) Preparation

- i. All existing underground utilities depicted on the drawings, (which include but are not limited to: power, control, and communications cables; telephone, water and sewer lines; and other utilities) are shown in their approximate locations only. Other utility lines may exist but not be depicted. It is the Contractor's responsibility to ensure that locations of all underground utilities, located prior to work in the area.
- ii. Protect surface encumbrances, structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- iii. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

2) Pre-excavation Requirements for Underground Utility Installations

- i. Prior to any excavation, the Contractor shall layout in the field the centerline of all proposed utilities.
- ii. The Contractor shall identify the location of existing underground utilities on as-built drawings, including any unknown or abandoned utility found during construction. The Contractor shall ensure that all CCD, National Western Center, other utility owners/operators, and Colorado 811/Utility Notification Center of Colorado performing utility designation/location services designate/mark existing utilities within the construction limits as well as the entire path of excavation, including three (3) feet to either side of proposed utilities. The Contractor shall be solely responsible for notifying relevant utility owners/operators and Colorado 811 sufficiently in advance to ensure that delays to construction does not occur.

- v. The Contractor shall coordinate a pre-work meeting for all excavation work, with the CCD ROCIP engineer and other responsible parties, to walk the excavation area and review applicable documentation. The Contractor shall provide a written excavation work plan that includes a contingency plan to restore to service all utilities including cables that may be placed out of service or damaged during performance of the work. The work plan must be on site with the crew performing the work. 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 three (3) feet each side of the exposed utility to verify that another utility is not adjacent to the exposed utility.
- vi. Life threatening utilities such as gas and electrical services will be exposed through the entire length of the excavation by non-destructive methods.
- vii. Contractor shall continuously maintain utilities, facilities and/or systems that are or may be affected by work associated with the project. The Contractor shall provide the CCD ROCIP Safety Team with written reports on any utility damage
- viii. If the Contractor does not find an underground utility that was previously marked, the excavation shall be stopped, the Contractor’s safety representative shall be contacted, and the Contractor shall contact the appropriate owner/operator of the utility, using the Colorado 811/Utility Notification Center of Colorado when warranted.
- ix. Every attempt shall be made to preserve the locate markings during excavation. Locate markings that are no longer visible shall be refreshed by calling the one-call system and/or the utility owners/operators for remarking.
- x. All existing utilities that have been exposed during exploratory potholing or excavation must be supported to prevent stretching, kinking, or damage to the existing utility.

3) Excavation

- i. Preserve, protect and maintain existing operable drains, sewers, and electrical ducts during grading, excavating and backfilling operations.
- ii. Excavation made with power driven equipment is not permitted within three feet of any known existing utility. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered.
- iv. The Contractor shall coordinate on a daily basis with the excavator and the excavating work crew regarding the work to be performed that day with an emphasis on the underground utility damage prevention work plan and anticipated utility crossings.

5.15 HAZARDOUS CHEMICALS

5.15.1 HAZARDOUS MATERIALS AND HAZARDOUS WASTE

- A. An EPA ID number will need to be obtained for the hazardous wastes produced by the Contractors and/or Subcontractors.
- B. All hazardous wastes produced by the Contractors and/or Subcontractors must be removed from the project site by a licensed hazardous waste hauler. Such loads will need to be manifested and a copy of the manifest sent to the CCD Engineer.
- C. All hazardous materials must be properly labeled and stored until removed from the project (by a licensed hazardous waste hauler).
- D. Hazardous materials or hazardous wastes stored in 30 or 55 gallon drums are to be placed on spill containment pads.
- E. Report all accidental releases of a hazardous material or hazardous waste promptly to the CCD Engineer. If the release is of a reportable quantity, the responsible Contractor or Subcontractor, of any tier, will notify the appropriate regulatory agency.
- F. Proper clean-up of accidental releases of hazardous materials waste will be done by the responsible Contractor or Subcontractor. Clean-up is to be done by properly trained personnel. Hazardous waste from the clean-up must be hauled away by a licensed hauler. The CCD ROCIP Engineer must be given a copy of the hauler's manifest.
- G. Depending on the hazardous materials spilled, the CCD ROCIP Engineer may require the responsible Contractor or Subcontractor to hire a certified laboratory to take an appropriate number of soil samples to test at their laboratory. A copy of the results is to be given to the CCD ROCIP Engineer.
- H. Contractors or Subcontractors, of any tier, must inspect their hazardous material and waste storage areas at least weekly to ensure they are properly maintained.
- I. Consideration shall be given to chemical compatibility prior to storage of chemicals.

5.15.2 SAFETY DATA SHEETS (SDS)

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

5.16 CONFINED SPACE ENTRY

- A. Confined spaces include, but are not limited to, tunnels, manholes, utility vaults, pumping stations, storage tanks, process vessels, pits, vats, vaults or similar types of enclosures with limited access and without proper ventilation. Entry into confined

spaces may be for the purpose of inspection, testing of equipment, maintenance (repair and cleaning) or an emergency. The Contractor or Subcontractor performing confined space entry shall submit an exposure-specific Confined Space Entry Procedure in writing as part of their SSSP and include at a minimum, the following elements:

5.16.1 IDENTIFICATION OF CONFINED SPACES

- A. During the project hazard analysis or JHA development the Contractor shall identify confined spaces. The characteristics of a confined space are:
 - 1) A space that is large enough and so configured that an employee can enter and perform assigned work, and
 - 2) A space that by design that has limited openings for entry and exit; and
 - 3) A space not designed for continuous employee occupancy.

5.16.2 PERMIT-REQUIRED CONFINED SPACE

- A. All confined spaces on CCD property are considered “permit-required confined spaces”.
- B. A permit-required confined space has one or more of the following characteristics:
 - 1) A potential to contain a hazardous atmosphere;
 - 2) Material that can cause the engulfment of an employee;
 - 3) An internal configuration that might cause an employee to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; or
 - 4) Contains any other recognized serious health or safety hazard.
- C. Permit-required confined spaces must be posted with signs stating Danger: Permit Confined Space. Do Not Enter and secured to prevent unapproved access

5.16.3 PERMIT REQUIRED CONFINED SPACE ENTRY PROGRAM

- A. If the Contractor determines that its employees will enter permit-required confined spaces, a written confined space entry program must be developed and enforced. In this program, the Contractor must describe how they will comply with the requirements of the standard. The written program must include the following:
 - 1) How the employer will implement the measures necessary to prevent unauthorized entry;
 - 2) Identification and evaluation of the hazards of permit spaces before employees enter them;
 - 3) Equipment needed to perform a safe entry operation;
 - 4) Procedures for atmospheric testing of the space;
 - 5) Provision of at least one attendant outside the space;
 - 6) Provision for responding to emergencies and rescue equipment to be available on site;

- 7) Designation of all persons with active roles (e.g. entrants, attendants, persons who test and monitor) and provision of required training;
- 8) Procedures for summoning rescue and emergency services;
- 9) System for the preparation, issuance, use and cancellation of entry permits;
- 10) The system developed and implemented for the closing off the permit space and cancellation of entry permits; and
- 11) Procedures to coordinate operation where more than one Contractor (such as a Subcontractor) is involved;
- 12) Procedure for evaluation and correction of entry operations when the Contractor has reason to believe that the program is not sufficiently protective; and
- 13) The mechanism by which the confined space permit entry program is reviewed.

5.16.4 ENTERING A PERMIT-REQUIRED CONFINED SPACE

- A. Entry is defined as occurring when any part of the body passes through the opening of a confined space. Prior to entry, an entry permit should be completed and signed by the entry supervisor verifying that the space is safe to enter. The entry permit must also be posted at the entrance or otherwise made available to entrants before they enter the permit space.

5.16.4.1 ENTRY PERMIT

- A. 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:
 - 1) Identification of space;
 - 2) Purpose of entry;
 - 3) Date and duration of permit;
 - 4) List of authorized entrants;
 - 5) Names of current attendants and entry supervisor;
 - 6) The hazards of the permit space to be entered;
 - 7) The measures used to isolate the permit space and eliminate or control hazards;
 - 8) The acceptable entry conditions;
 - 9) The results of atmospheric monitoring;
 - 10) Rescue and emergency services that can be summoned and the means for summoning those services;
 - 11) The communication methods used by entrants and attendants to maintain contact;
 - 12) Any other safety information necessary for the specific space;
 - 13) Any additional permits, such as for "hot work" (welding).

- B. **NOTE:** 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.

5.16.4.2 AIR MONITORING

- A. Before entering the area, the Contractor must always test for oxygen content of the air, then flammable or explosive gases or vapors, and finally toxic chemicals such as hydrogen sulfide. This sampling should be done with a remote monitor on a wand attached to the toxic gas meter. The monitor should be able to reach the lowest point in the confined space. Oxygen monitoring should be done first as the explosive gas monitor will not be accurate if there is an oxygen deficiency.

5.17 PERSONAL PROTECTIVE EQUIPMENT

- A. All employees and visitors to the project site must be provided and use required PPE. Minimum PPE requirements include a hard hat, safety glasses with side shields, sturdy leather work boots that rise above the ankles and a class II safety vest. Any other specific PPE needed to protect employees or visitors, based on the exposures, shall also be provided.
- B. All employees and visitors on the site must comply with PPE requirements or may be prohibited from accessing the site.

5.17.1 EYE PROTECTION

- A. ANSI Z87.1 safety glasses with side shields shall be worn at all times while in the work area.
- B. Wearers of contact lenses must also wear appropriate eye and face protection devices in a hazardous environment. It should be recognized that dusty and/or chemical environments may represent an additional hazard to contact lens wearers. Hazardous environments may include, but are not limited to, those in which a respirator may be required or where welding is being performed.
- C. If the task requires an employee to wear goggles, basic eye protection should not be worn since a good seal cannot be obtained.
- D. 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.
- E. When welding, a welding hood as well as both basic eye protection and a hard hat must be worn.

5.17.2 HEAD PROTECTION

- A. All project work areas are considered "hard hat areas".

- B. Everyone, including delivery personnel, vendors and visitors must wear approved hard hats while on the project. Hard hats are not required in construction parking lots and office trailers.
- C. Employee's first and last name and company logo/name 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 orientation sticker on their hardhat, indicating that they have successfully completed safety orientation and project drug testing. The project-specific sticker will be issued by the general contractor. This sticker should be applied to the right side of the hard hat.

5.17.3 HEARING PROTECTION

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 and training.

5.17.4 FOOT PROTECTION

- A. All trades must wear ANSI approved safety-toed work boots (steel or composite toe) at all times, with substantial soles including uppers that extend above the ankle.
- B. No one is permitted to wear sneakers (including ANSI approved sneakers), tennis shoes or athletic shoes of any type, sandals, and high heels or flip flops on this project.
- C. Metatarsal covers are required for operating jackhammers, earth compacting equipment (jumping jacks), and other similar activities.

5.17.5 CLOTHING

- A. Clothing suitable for the weather and your work shall be worn. Torn or loose clothing, cuffs, jewelry or neckwear that may be a hazard are not allowed. Shirts shall be worn and have sleeves measured at least four inches. Pants shall have full length legs (no shorts allowed). Clothing and personal protective equipment shall not exhibit any form of inappropriate or profane drawing, photographs, language (foreign or English), related to sex, race, national origin, gang related or personal opinion.

- 1) Shoulder length or longer hair must be tied back and put under the hard hat or worn in a

Class II or III, depending on traffic or equipment hazard, high visibility/reflective vests, shirts or jackets shall be worn by all personnel working in all construction areas.

5.17.6 HAND PROTECTION

- A. This project has implemented a hand protection policy for the project. During the project hazard analysis or JHA development, hand protection shall be selected based upon the hazard and performance characteristics of the protection. Hand protection must be available and worn by employees performing a task.

5.17.7 RESPIRATORY PROTECTION

- A. Contractor and Subcontractors who require or permits employees to wear a respirator must have a written respiratory protection program as part of the SSSP. The written respiratory protection program shall establish standard operating procedures concerning the use and maintenance of respiratory equipment. In addition to having such a written program, the Contractor must also be able to demonstrate that the program is enforced and updated as necessary. The written respiratory protection program shall meet or exceed OSHA requirements.
- B. Respirators should be used for protection only when engineering controls have been shown to be infeasible for the control of the hazard or during the interim period when engineering controls are being installed.

5.18 HOUSEKEEPING

- A. Materials shall be piled and stacked so that safe clearances are maintained and toppling is prevented.
- B. Spillage of fuel, oil or hazardous materials shall be reported to the CCD engineer and the CCD ROCIP Safety Team. Spills shall be cleaned up or contained immediately. Each contractor on site 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 into appropriate containers. Debris is to be cleaned up daily
- D. Nails shall be pulled from lumber.
- E. 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 tool boxes shall not have materials stored on top or under them.
- J. See Division 1 – Section 01710 for additional requirements.

5.19 SPILL PREVENTION

- A. Contractors will store fuel, petroleum products, and hazardous materials at the construction yards in safe locations within secondary containment structures. Secondary containment systems normally consist of a bermed area lined with an impervious material to provide a minimum containment volume equal to 100 percent of the volume of the largest storage vessel contained within the bermed area.
- B. The Contractor will visually inspect aboveground bulk tanks frequently and whenever the tank is refilled. Drain valves on temporary storage tanks will be locked to prevent accidental or unauthorized discharges from the tank. The Contractor will correct visible leaks in tanks as soon as possible. All fuel nozzles will be equipped with functional automatic shut-off valves. Prior to departure of any fuel tank truck, all outlets on the vehicle will be examined by the driver for leakage and tightened, adjusted, or replaced to prevent leaking while in transit.
- C. Routine vehicle and equipment maintenance of wheel-mounted vehicles; such as oil changes, will be accomplished at the Contractor yards or staging areas to the greatest extent practical.
- D. Routine maintenance of track-mounted equipment will be conducted in a manner to gather all oil and other discharges and removed from the project site to a suitable recycling or disposal site.
- E. Contractors shall provide equipment diapers and/or drip pans to prevent spills to the ground.
- F. 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.
- G. 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.
- H. 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.
- I. See Division 1 – Section 01566 for additional requirements

5.20 SANITATION

5.20.1 POTABLE WATER

- A. The Contractor must supply potable water on the project site. Potable water shall be available for each crew at their working location.

- B. Portable containers used to dispense drinking water shall be capable of being tightly closed, and equipped with a tap. Water shall not be dipped from containers.
- C. Any container used to distribute drinking water shall be maintained in a sanitary condition, and shall be clearly marked as to the nature of its contents and not used for any other purpose.
- D. A common drinking cup is prohibited.

5.20.2 TOILETS

A. Toilets shall be provided for employees according to the following table:

Number of Employees	
20 or less	1
20 or more	1 toilet seat and 1 urinal per 40 workers
200 or more	1 toilet seat and 1 urinal per 50 workers

B. Toilet facilities shall be maintained in a sanitary condition

5.20.3 WASHING FACILITIES

- 1) The Contractor shall provide hand washing facilities for all employees Hand washing facilities shall be maintained in a sanitary condition.

5.21 SEVERE WEATHER

A. Severe weather encompasses any weather-related event—tornado, severe thunderstorm, hurricane, flood, winter storm, temperature extremes—that poses a risk to life and property or impacts operations. The Contractor shall develop a plan that focus on ensuring employee safety and minimizing equipment/property damage. The plan shall also include responsibilities, communications procedures, mitigation measures, preparedness activities, response actions, warning resources, safety and logistical considerations.

5.21.1 SNOW AND ICE REMOVAL

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

5.22 ELECTRICAL

- A. Only qualified electricians may perform electrical work.
- B. Temporary electrical service shall be installed and maintained to conform to all of the requirements along with all applicable provisions of the NESC, NEC and OSHA.
- C. Where required, appropriate warning signs will be posted. All temporary components shall be plainly marked to indicate the maximum operating voltage.
- D. All temporary and permanent circuits shall be protected against overload and grounded with Ground Fault Circuit Interrupters (GFCI). Temporary power boxes and GFCI's shall be tested monthly and documentation of tests for each device shall be made available upon request.
- E. Temporary power cords of any size shall not be spliced.
- F. 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).
- G. Flexible cords and cables passing through holes shall be protected by bushings or fittings.
- H. 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.
- I. Extension cords shall not be plugged into each other to increase length.
- J. Extension Cords shall only be repaired by a qualified person.

5.22.1 LOCK-OUT PROCEDURES

- A. Due to the scope of this project, the procedures used for energy isolation, be it electrical, mechanical, hydraulic, pneumatic or other types need to be both uniform and coordinated. Therefore, the ROCIP has adopted the following procedures which must be communicated to Contractors, Subcontractors, and employees. Make sure they are aware of, understand, and follow these lock-out procedures and cooperate with other Contractors who require a lock-out that involves your work. Note that the ROCIP requires the use of lock-out energy isolation devices throughout this project. Tag-outs only will not be used. A written lockout / tagout procedure is required.
- B. General Information
 - 1) Padlocks, hasps, tags, and other lock-out devices must be durable enough to withstand the environment to which they will be exposed.
 - 2) Locked-out switches, valves, etc., must not be operated regardless of the circumstances.
 - 3) Only the employee, who placed the lock on the switch, valve, hasp, etc., can remove it. Anyone who removes or defeats another's lock-out is subject to removal from the project site.
 - 4) Locked-out switches, valves, etc. must be inspected at the beginning of each shift to ensure that the locks and tags are still in place.

5.22.2 ENERGIZED ELECTRICAL WORK

WORK ON ENERGIZED EQUIPMENT IS NOT PERMITTED ON THIS PROJECT. 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.

5.23 SILICA

CONTRACTORS AND/OR SUBCONTRACTORS SHALL SUBMIT A WRITTEN SILICA EXPOSURE CONTROL PROGRAM PRIOR TO ANY WORK WHERE EXPOSURE TO SILICA MAY REASONABLY BE EXPECTED. THE PLAN SHALL MEET OR EXCEED THE OSHA REQUIREMENTS.

5.24 POWDER ACTUATED TOOLS

- A. Contractors/Subcontractors, of any tier, shall ensure that employees using powder actuated tools be certified by the manufacturer's representative prior to use.
- B. Certification cards must be available for immediate inspection if requested.
- C. Contractors/Subcontractors using powder actuated tools shall ensure that all cartridges, whether used, not used or misfired, have been picked up and removed from the work area.
- D. Signs shall be posted in areas where powder actuated tools are in use.
- E. Powder actuated tools shall not be left unattended while loaded. If found unattended and loaded, the operator shall be subject to removal from the project.
- F. The use of hardhat, safety glasses and hearing protection shall be used while operating a powder actuated tool. In some cases, a face shield, in addition to safety glasses or goggles may also be required.

5.25 STEEL ERECTION

- A. Steel erection requires compliance with the following:
 - 1) 100% fall protection provisions, such as lifeline attachments, dynamic fall restraints and other such devices shall be considered during shop drawing preparation and incorporated into fabricated pieces.
 - 2) Lifelines or other fall protection devices shall be attached prior to erection where possible. Foot level connection points are not permitted on the project.
 - 3) All project personnel must comply with the fall protection requirements.
 - 4) Wire rope used for guardrails and mid rails shall be equipped with support stanchions every eight feet and maintain the required deflection.
 - 5) A turnbuckle may be installed for maintenance of the perimeter protection to keep tight. If used, a minimum of three domestic cable clamps will be installed and torqued to specification. The use of lap splice joints is prohibited.
 - 6) When Christmas Treeing, only three pieces shall be allowed. A critical lift plan is required to be submitted to the engineer as required.
 - 7) 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.

- 8) Anchor bolts shall not be repaired, replaced or field-modified without the approval of the project structural engineer of record.
- 9) Conduct and document appropriate pre-task planning and a job hazard analysis for all steel erection. This documentation must be maintained on site, at the work location,

5.26 WELDING AND CUTTING

- A. The contractor shall establish recommended and required safe practices that meet or exceed OSHA requirements.
- B. See additional requirements in Division 1 – Section 01010 and 01060

5.26.1 ELECTRIC ARC WELDING

- A. Screens, shields, or other safeguards should be provided for the protection of workers or materials 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 insure that they are mechanically strong and electrically adequate for the required current.
- J. Welding practices shall comply with all applicable regulations.

5.26.2 GAS WELDING OR CUTTING

- A. All hose used for carrying acetylene, oxygen or other fuel gas shall be inspected at the beginning of each working shift. Defective hose shall be removed from service.
- B. Oxygen cylinders and fittings shall be kept away from oil and grease. Oxygen shall not be directed at oily surfaces, greasy clothes or hands.
- C. Regulators, gauges, backflow check valves, and torches shall be kept in proper working order.

- D. Appropriate personal protective equipment, such as burning glasses, shields, and/or gloves shall be used. Adequate exhaust ventilation shall be maintained at all welding and cutting work areas.
- E. All oxygen/acetylene setups shall have a “flashback” arrestor check valve at the regulators and the torch head.

5.27 COMPRESSED GAS CYLINDERS

- A. When gas cylinders are stored, moved, or transported, the valve protection cap shall be in place.
- B. When cylinders are hoisted, they shall be secured in an approved cage or basket. The valve cap shall never be used for hoisting. All cylinders shall be stored, transported, and used in an upright position. If the cylinder is not equipped with a valve wheel, a key shall be kept on the valve stem while in use.
- C. Cylinders should be transported using hand trucks designed for that purpose. Cylinders shall not be lifted or carried by any other means.
- D. Gas cylinders shall be properly secured at all times to prevent tipping, falling or rolling. They can be secured with straps or chains connected to a wall bracket or other fixed surface, or by use of a cylinder stand.
- E. Oxygen cylinders in storage should be separated from fuel-gas cylinders and combustible materials by a minimum distance of 20 feet or by a barrier at least 5 feet high having a fire-resistance rating of at least one-half hour.
- F.
- G. 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.
- H. Cylinders containing oxygen or acetylene or other fuel gas shall not be taken into confined spaces.
- I. Cylinders containing oxygen or acetylene or other fuel gas shall be stored in designated areas outside the structure.
- J. No one shall use a cylinder's contents for purposes other than those intended by the supplier.

5.28 HOT WORK PERMITS

- A. Hot work operations include tasks such as welding, brazing, torch cutting, grinding, and torch soldering. These operations create heat, sparks and hot slag that have the potential to ignite flammable and combustible materials in the area surrounding hot work activities. The Contractor will develop and submit a hot work permit procedure as part of the SSSP and include the provisions in 5.28.1.
- B. A hot work permit shall be created daily and authorized by the general contractor.
- C. Contractors shall obtain a hot work permit from the Denver Fire Department, to be renewed annually.

5.28.1 GENERAL GUIDELINES

- A. Work should be performed using alternative methods other than hot work whenever possible.
- B.
- C. Employees who perform hot work operations must always obtain a Hot Work Permit before beginning hot work. 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.
- D. Hot work permits shall be retained for a period of at least thirty days and readily available for review.
- E. A Fire Watch is posted to monitor the safety of hot work operations and watch for fires.
- F. 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.
- G. All flammable and combustible materials within a 35-foot radius of hot work must be removed.
 - 1) When flammable and combustible materials within a 35-foot radius of hot work cannot be removed they must be covered with flame retardant tarps and a fire watch must be posted.
- H. Floors and surfaces within a 35-foot radius of the hot work area must be swept free of combustible dust or debris.
- I. All openings or cracks in the walls, floors, or ducts that are potential travel passages for sparks, heat and flames must be covered.
- J. 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.
- K. Prevent false alarms.

5.29 FIRE PREVENTION AND PROTECTION

- A. Open fires are prohibited.
- B. Storage of fuels shall be away from ignition sources
- C. 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.
- D. Smoking is not permitted within building structures or work areas.
- E. Flammable or combustible liquids or gases shall not be stored inside any building unless approved by the Denver Fire Department, in writing. When indoor storage is approved 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.
- F. Flammable or combustible liquids or gases shall not be stored on roofs when not in use including after work shifts.

- G. Storage tanks shall be equipped with self-closing dispensing nozzles and shall be provided with atmospheric and emergency relief vents equipped with flame arresters.
- H. Tanks or drums from which flammable liquids are dispensed shall be electrically grounded and bonded.
- I. 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.
- J. The Contractor will provide a minimum 20 pound ABC portable, dry chemical fire extinguisher) for the fuel storage areas.
- K. Portable fire extinguishers suitable for the potential hazard shall be provided by each Contractor for their equipment, office area, and work activities. The Contractor shall have on site personnel trained in the proper use of fire extinguishers.

5.30 SMOKING

- A. The primary purpose of this policy is the establishment of a completely smoke-free environment in the work place in order to protect life, health and property.
- B. Smoking is not permitted inside any building on CCD property. Smoking is only permitted in designated smoking areas on site. Employees or visitors observed in violation of this program will be removed from site.

5.31 SECURITY

5.31.1 VEHICLE SEARCH

- A. All vehicles will be subject to search upon entering and exiting the construction site and designated parking areas. Any unauthorized vehicle parked on the project site (other than in designated parking areas) may be physically removed at the expense of the vehicle owner.

5.31.2 TOUR & VISITOR GUIDELINES

- A. Escorted Visitors
 - 1) Non-construction personnel, visitors or groups shall be accompanied at all times by an authorized representative of the Program Manager or the Contractor, or other designee that is familiar with the site hazards and properly badged on the project.
 - i. The "Waiver and Release" provided in Appendix I shall be signed by all visitors/tour groups prior to accessing the project.
 - ii. Display a visitor's site badge on the outer garment at all times,
 - iii. Use required PPE.
- B. Safety Enforcement
 - 1) Before entering the project, all visitors shall be receive a brief safety orientation on site specific hazards expected to be encountered during the tour or visit to including but not limited to things such as holes, trip hazards, potentially open electrical

wiring, nails, exposed rebar, partially completed framing, excessive noise, vibration, hazards from falling objects, project signage, moving equipment, these and other conditions present hazards, dangers and risks of potential injury, illness and/or property damage.

5.31.3 LOITERING ON THE JOB

- A. Loitering on the job site before or after the assigned shift is prohibited.

5.32 GENERAL RULES

- A. Good conduct is essential to the common good of all employees and the speedy progress of the job. Undesirable conduct including, but not limited to the following will not be tolerated and employees will be subject to removal from project:
 - 1) Unauthorized possession of any project property or material
 - 2) Possession of or use of intoxicants on premises, regardless of source
 - 3) Engaging in disorderly conduct
 - 4) Gambling, including sale of chances
 - 5) Fighting on project premises
 - 6) Failure to wear or use required safety equipment
 - 7) Failure to observe safety, sanitary or medical rules and practices
 - 8) Illegal possession or use of narcotics or non-prescribed tranquilizers or pep pills on premises, or attempting to bring them on job site
 - 9) Possession or use of firearms, weapons, or explosives is expressly prohibited on the project premises
 - 10) Willful defacing or damaging of equipment, tools, material or other property of the project or Contractors.
 - 11) Offensive language is prohibited.
- B. Contractor and Subcontractor employees are required to report unsafe behaviors and conditions to their supervisor. When possible, employees shall correct hazards immediately. Employees should look out for their fellow worker and advise them to work safely, assisting them if necessary. Employee suggestions for improved safety performance are encouraged.

5.33 TRAFFIC CONTROL

- A. All work shall be planned well in advance to keep traffic obstructions, public inconvenience and lost work time to a minimum. Therefore, a traffic plan shall be developed in accordance with the Colorado Department of Transportation and the Manual of Uniform Traffic Control Devices (MUTCD) and submitted for review and comment to the Program Manager and the CCD ROCIP Safety Team CCD prior to the work to be performed.
- B. The traffic control plan shall include:

- 1) Traffic conditions;
 - 2) Existing traffic controls;
 - 3) Physical features;
 - 4) Visibility restrictions;
 - 5) Problems of access to private property;
 - 6) Business access and activities;
 - 7) The type, number and location of signs, barricades, lights and other traffic devices required for the work; and
 - 8) Means of mitigating any adverse effect upon the blind or other physically handicapped.
- C. Flaggers are required:
- 1) Where workers or equipment intermittently block a traffic lane;
 - 2) Where plans or permit allow the use of one lane for two directions of traffic (one person is required to direct vehicles for each direction of traffic); and
 - 3) Where the safety of the public and/or workers determines there is a need.
 - 4) All flaggers are to be certified to perform this duty.

5.34 PROTECTION OF THE PUBLIC AND PROPERTY

- A. The Contractor and Subcontractors shall take the necessary precautions to protect the general public (individuals not contractually related to the project(s)) from injury or damage to property and shall follow the contract requirements. The precautions to be taken shall at a minimum are as follows:
- 1) Perform no work in any area occupied or in use by the public unless specifically permitted by the contract or in writing from Program Manager.
 - 2) Maintain work areas where public use may be necessary, especially involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways. Protect the public with appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.
 - 3) Keep sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public clear of obstructions to permit safe ingress and egress of the public at all times.
 - 4) Appropriate warning signs and instructional safety signs shall be posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.
 - 5) Provide sidewalk sheds, canopies, catch platforms, and appropriate fences when it is necessary to maintain public pedestrian traffic adjacent to the erection, or structural alternation of outside walls on any structure.

- 6) Provide temporary fences around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is provided by the contract or as required (2) above. Perimeter fences shall be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence shall be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence or otherwise required by CCD Representative.
- 7) Provide warning signs and lights, including electric lights during periods of severely restricted visibility, and continuously from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public as needed. They shall be placed at both ends of such protection or obstructions and not over twenty (20) feet apart alongside of such protection or obstruction.
- 8) Provide temporary sidewalks when a permanent sidewalk is obstructed by the operations. They shall be in accordance with the requirements of the local ordinances. Guardrails shall be provided on both sides of temporary sidewalks.
- 9) Provide guardrails on each side of vehicular and pedestrian bridges, ramps, runways, and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six (6) feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided. Guardrails shall be made of rigid materials capable of withstanding a force of at least two hundred (200) pounds applied in any direction at any point in their structure. Their height shall be approximately forty-two (42 + or - 3) inches. Top rails and posts may be two inches by four inches (2 x 4) dressed wood or equal materials. Posts shall not be more than eight (8) feet apart. Material used for wood guardrail system railing components shall be minimum 1,500 lb. – ft./square inch fiber (stress grade) construction grade lumber.
- 10) Provide barricades where sidewalk sheds fences or guardrails as referenced above are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform the work. When a barricade is temporarily removed, a watchman shall be placed at all openings.
- 11) Prohibit fuel-burning types of lanterns, torches, flares or other open flame devices.
- 12) Maintain all equipment, devices and structures so as to not pose a hazard to the public, property or employees, and to perform their intended functions properly at all times.
- 13) Each point of access to the project will be controlled.

5.35 HEAT ILLNESS PREVENTION

- A. The ROCIP recognizes that during certain times of the year employees may be exposed to working in excessive temperatures which may create the risk of heat stress and illness. Acknowledging this exposure, Contractors/Subcontractors are required to establish a Heat Illness Prevention Plan to educate and monitor employees for heat-related illness.
- B. At a minimum, the Heat Illness Prevention Plan is to contain the elements listed below and submitted as part of the SSSP. See sample heat illness plan in Appendix J
 - 1) Training
 - 2) Water
 - 3) Shade
 - 4) Monitoring the Weather
 - 5) High Heat Procedures & Acclimatization
 - 6) Clothing
 - 7) Emergency Response

5.36 CRISIS COMMUNICATIONS PLAN

- A. Contingency planning for crisis and emergency situations is accepted as good management practice and by accepting this fact, anticipating certain crisis scenarios management will minimize the potential damage from critical situations. Proposed work flow process that details the general crisis communications on the program. All steps in the crisis communication process will be conducted 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:
 - 1) Ensuring accurate and timely information is disseminated both internally and externally. (The Crisis Communication Plan shall be updated when there are changes to responsible personnel, etc.).
 - 2) Preparing CCD, Program and Contractor staff to respond in a crisis by identifying roles and responsibilities
 - 3) Coordinating effectively with existing CCD protocol and when necessary impacted agencies
- B. The plan shall also include information on:
 - 1) Crisis Communications Operations
 - 2) Crisis Communications Center
 - 3) Crisis Communications Team
 - 4) Roles and Responsibilities
 - 5) Emergency Contact Phone Tree
 - 6) Crisis Tasks
 - 7) Media Briefing
 - 8) On Site Crew Response

- 9) Crisis Communications Tools
- 10) Crisis Communication Workflow (see Appendix K)
- C. The Program Management Team Strategic Communications Lead, in coordination with Contractors (if necessary), under the direction of CCD Director of Communications will administer the crisis communication plan.
- D. The project shall hold at least two mock emergency drills per year. Table top 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.

5.37 JOBSITE SAFETY INSPECTIONS

- A. The Contractor's safety representative will conduct and document daily jobsite inspections of work site to evaluate compliance with SSSP and the ROCIP Safety Manual. Any hazards identified shall be corrected in a timely manner. The date the observation was corrected shall be recorded. Safety trends identified through regular safety inspections shall be reviewed weekly by the general contractor and discussed with all personnel on site. Trends shall have an action plan established to prevent repeat hazards or concerns. Inspections by each subcontractor shall be collected and evaluated to determine project-wide trends.
 - 1) A member of the Contractor's management group (Project Manager, Field Supervisor, Foreperson, etc.) must attend and participate in at least one jobsite inspection per week.
 - 2) Contractor may be directed to use a software program or solution that will enable Contractor and Program Manger to perform jobsite safety assessment or audits to measure the effectiveness of their safety programs.

SECTION 6. REQUIRED SAFETY TRAINING

6.0 NEW EMPLOYEE ORIENTATION TRAINING PROVIDED BY THE CONTRACTOR

- A. One of the requirements of the Contractor and their safety representatives or designees is to conduct a complete safety orientation for all their employees and Subcontractor employees new to the site. The orientation is required before an employee can receive a project ID card and hard hat sticker and enter the construction area. The purpose of the orientation is to provide employees an awareness of what they can expect and what is expected of them on site. At a minimum, the orientation will include:
 - 1) Employee jobsite safety and health requirements and policies
 - 2) Review of site specific safety plan to include emergency procedures/phone numbers and Crisis Management Plan
 - 3) Employer and employee rights and responsibilities
 - 4) Hazard communication

- 5) Fall Protection
- 6) PPE and work attire
- 7) Personal conduct and disciplinary actions
- 8) Authorized access and parking
- 9) Good housekeeping practices
- 10) Job Hazard Analysis (JHA)
 - The new employee shall bring with them to the orientation, a copy of the hazard analysis for the task that they will be performing. This will have been provided to them by their foreman.
- 11) Pre-Task Planning
- 12) Return to work programs, accident reporting procedures, workers compensation requirements, and designated provider information.
- 13) Drug free workplace and substance abuse testing.
- 14) A roster of attendees for each safety orientation training session must be provided to the CCD ROCIP Safety Team. See Appendix L for an example.

6.0.1 DOCUMENTATION

- A. All employees will complete the Project Safety Orientation Training Acknowledgement Form in Appendix L at the end of the orientation training session. A copy of the completed form must be forwarded to the Program Manager prior to issuing of project ID card.

SECTION 7. RECORDKEEPING REQUIREMENTS

- A. The CCD ROCIP believes that proper documentation and record keeping of safety related functions are essential. All required documentation needs to be maintained on site, available to the CCD ROCIP Safety Team upon request. The Contractor's or Subcontractor's Project Manager is responsible for ensuring that record keeping and related requirements, as outlined in this section, are accurate and up-to-date.
- B. There are several forms provided by the CCD ROCIP that are to be used. If a Contractor and/or Subcontractor prefer to use their own forms, they should be submitted to the CCD ROCIP Safety Team for review and approval. As long as they meet or exceed the forms developed by the CCD ROCIP they may be acceptable.

7.0 POSTERS

- A. Post Project Safety Alerts, Bulletins, Lessons Learned and any other project safety information issued by the CCD ROCIP and Contractor as well as the posters required by federal and state regulation in areas where employees may be able to review them.

7.1 SIGNS

- A. Contractors and Subcontractors, of any tier, will need to furnish appropriate signage in accordance with the contract, depending on the nature of their work and work area, such as (but not limited to):
- 1) *Hard Hats, safety glasses, and high visibility vest is Required Beyond This Point* (posted at all entrances to the project site and work areas).
 - 2) *Danger - Construction Area - Authorized Personnel Only* (posted at all entrances to the project site).

7.2 NEAR MISS REPORT

- A. A 'near miss' is an unplanned event that did not result in injury, illness, or damage, —but had the potential to do so. Only a fortunate break in the chain of events prevented an injury, fatality or damage. Although human error is commonly an initiating event, a faulty process or system invariably permits or compounds the harm, and should be the focus of improvement. Complete the Near Miss Report Form in Appendix M for each near-miss event. Blank Near Miss Report forms are to be made readily available onsite to employees to report near misses.

7.3 ACCIDENT/INCIDENT INVESTIGATION REPORTS

- A. Complete an accident investigation report for each accident resulting in injury or damage to materials or equipment. This includes the Contractor's accident report form and applicable ROCIP accident investigation forms in Appendix O. The Contractor will provide a copy of investigative reports to the CCD ROCIP Safety Team within 2 working days of the accident.
- B. The contractor shall file a notice of incident with the insurance carrier within 24 hours of any incident/accident.

7.4 WEEKLY SAFETY TOOL BOX ATTENDANCE ROSTER

- A. Toolbox safety meetings shall be held at least weekly. These meetings shall be specific to the work being performed. Copies of toolbox meeting documentation shall be submitted to the general contractor each week. Note that although toolbox safety meetings are required at least once weekly, it is recommended that safety information be transmitted daily to all workers on site.

7.5 SAFETY OBSERVATIONS

- A. Regular safety assessments will be conducted by the CCD ROCIP Safety Team; including, CCD personnel, the insurance broker and the insurance carrier. Written reports documenting observations will be submitted to the ROCIP Safety Team. Corrective

action must be completed as promptly as possible. The ROCIP Safety Team has the authority to stop any work at any time for any safety issue or concern. A written response may be required for any observation. Written responses must be issued in a timely manner.

7.6 CONTRACTOR'S MONTHLY SAFETY REPORT

- A. The CCD ROCIP Safety Team will track leading and lagging safety statistics by Contractor. In order to do this, each Contractor will report the correct number of work hours worked on the project for the reporting month. This report will include:
 - 1) The work hours for the Contractor's and Subcontractor's employees;
 - 2) Incident types;
 - 3) OSHA recordable injury rates;
 - 4) Employment information;
 - 5) Project safety activities; and
 - 6) Details of injuries and illnesses.
- B. Send this report to the ROCIP Safety Team by the 1st Tuesday of the following month. See Appendix R for Contractor's Monthly Safety Report.

SECTION 8. ADMINISTRATIVE POLICIES

8.0 CONTRACTOR SAFETY PROGRAM REVIEW

- A. After the Contractor submits the written SSSP, a meeting must be held to review the program with the Program Manager and the CCD ROCIP Safety Team. The Contractor must be prepared to discuss in detail the procedures to control the hazards likely to happen during major phases of the work, and the organizational assignments involved in administering the program. The Contractor's principal onsite representative, general superintendent and safety representative must attend this meeting.

8.1 WEEKLY JOINT SAFETY MEETING

- A. The Contractor Safety Representative and designated members of the respective staff must participate in scheduled weekly safety meetings with the Program Manager. The meetings must review the effectiveness of the Contractor's safety effort, resolve health and safety issues relating to current or future operations, and provide a forum for developing the risk mitigation two week look ahead schedule.

8.2 SUPERVISORY SAFETY MEETINGS

- A. The Contractor must conduct regularly scheduled (at least monthly) supervisory safety meetings for all levels of job supervision. The Contractor will maintain a summary

report containing subject matter and signatures of all attendees and make it available for review by the CCD ROCIP Safety Team.

8.3 INCIDENT NOTIFICATION

- A. The Contractor shall report all incidents by phone immediately to the CCD Project Manager and the CCD Safety Lead. Voicemail is not deemed as incident notification.

8.4 INCIDENT AND NEAR MISS INVESTIGATIONS

- A. All incidents, whether they involve injury or not (“near-miss”) must be reported to the Program Manager immediately and investigated by the Contractor or Subcontractor’s safety representative or designee and documented on the appropriate Project Incident report. The preliminary report must be completed and submitted to the CCD ROCIP Safety Team within twenty-four hours of the incident. The final investigative report and supporting documentation is due seven days after the date of the incident.
- B. Most accidents, incidents, and near-miss incidents relate to system failure rather than individual mistakes. The Contractor must have an open and fair reporting system so that employees can report problems without fear of reprisal. Contractor representatives gather the reporting information and disseminate this information to all project personnel so that everyone can learn from our projects and program accidents, incidents, and near-miss incidents. Lessons learned from accidents, incidents and near-miss incidents will be shared with employees.

8.5 LESSONS LEARNED

- A. The goal of this program is to share and use experience based information to promote the recurrence of desirable activities, and prevent the recurrence of undesirable activities. All Contractors and Subcontractors are expected to plan and execute their work based on best available practices. Through their work experiences, all personnel are expected to identify opportunities for improvement and best practices and share these with their colleagues using the form in Appendix Q. Actions taken as a result of a Lesson Learned may include:
 - 1) Corrective actions (taken as a result of the analysis of an actual experience)
 - 2) Preventive actions (taken to prevent a negative situation from occurring)
 - 3) Improvement actions (taken to improve the efficiency of operations based on a good work practice or an innovative approach)
- B. Lessons Learned Programs include two basic processes:
 - 1) A development process that includes identification, documentation, validation, and dissemination of a Lesson Learned.
 - 2) 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.

8.6 ACCIDENT/INCIDENT REVIEW WITH PROGRAM MANGER & CCD ROCIP SAFETY TEAM

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

8.7 EMPLOYEE DISCIPLINE & ENFORCEMENT

- A. The ROCIP has established various rules and regulations, which serve as guidelines to acceptable employee behavior. In addition, specific job site rules may be established to meet the needs of the project. In either case, the rules and regulations of the ROCIP, and jobsite rules, are subject to change, without prior notice, at the sole discretion of the CCD ROCIP Safety Team.
- B. All employees need to be aware of the ROCIP and Contractor's work rules and regulations. Rules have been developed to assist the efficient operation of the Project and for the benefit and safety of all employees and 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.
- C. The following is a description of the ROCIP Project policy for dealing with discipline and termination:
- 1) Corrective discipline is normally the responsibility of the job foreman or superintendent. One purpose of discipline is to motivate an employee to change his/her behavior. Discipline can be effective in helping an employee develop a more acceptable level of job performance. In every case, the Program Manager reserves the right, in its sole discretion, to determine the appropriate level of discipline.
 - 2) In the event that discipline is considered, the foreman or superintendent will identify the severity of the problem and determine the appropriate level of discipline. The Program Manager and Contractor's recognize that the seriousness of offenses may vary. When violations of a less serious nature occur, a discussion between the employee and the supervisor will often be sufficient.
 - 3) 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.

- 4) 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.
 - 5) Discharge of an employee will be considered if the desired change in an employee's conduct is not accomplished through prior actions.
 - 6) 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, falsification of records, violating rules such as weapons on site (vehicles or on person), violations involving fall protection, LO/TO, excavation/trenching, confined space, etc.
 - 7) In any given case, the Program Manager or the Contractor may find it appropriate to impose greater or lesser disciplinary action, based on individual circumstances.
- D. 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.
 - E. Nothing in this policy alters an employee's status as an "at will" employee or creates any contractual rights, either expressed or implied. The Program Manager will apply this Policy in a matter that is consistent with the requirements appropriate to local, state and federal laws.
 - F. This policy will remain in effect until it is changed or updated by the Program Manager.

8.8 DESIGNATED PROVIDER LIST

- A. When a worker is injured, the Contractor shall provide the injured worker with a written designated provider list, from which the injured worker must select a health care provider. See Appendix S for Designated Provider List (the injured worker must circle their selection on the Designated Provider List, then sign/date the document and return to the Contractor for retention). If the injured workers is away from their usual place of employment at the time of the injury, the injured worker may be referred to a physician in the vicinity where the injury occurred who can attend to the injury. Within seven (7) business days following the date the Contractor has notice of the injury, the Contractor shall comply with the provisions of this paragraph.
- B. The injured employee or employer must complete the Authorization Form in Appendix T upon arrival at designated medical provider location.
- C. In an emergency situation the injured worker shall be taken to any physician or medical facility that is able to provide the necessary care. When emergency care is no longer required the provisions of paragraph (A) apply.

8.9 TRANSITIONAL DUTY

- A. The Contractor and its Subcontractors of any tier shall provide Transitional Duty (also known as a "Return-to-Work", "Light Duty", or "Modified Work") to any injured employee who is released by a medical doctor to return-to-work with restrictions, or for modified or alternative work. Restricted Duty shall be an assignment provided to an employee who, because of a job-related injury or illness, is physically or mentally unable to perform all or any part of his/her normal assignment during all or any part of the normal workday or shift for a minimum duration of 90 days. Each employer offering transitional duty to an injured worker shall comply with Rule 6 of the Colorado Workers' Compensation Act.
- 1) All work-related injuries must be reported to the affected worker's supervisor, the Contractor and the Program Safety Manager immediately.
 - 2) If an employee has questions about medical treatment for a job-related injury, they must contact their employer. All employees must be treated at one of the designated providers listed in Appendix S.
 - 3) Project policy is to return Contractor employees to work as soon as possible after a job-related injury or illness has occurred. All possible opportunities will be considered to provide Transitional Duty Assignments.
 - 4) When an injured employee returns to work, all physical and mental limitations must be evaluated so that additional injury or aggravation does not occur. The safety of other employees working with the injured individual must also be considered.
 - 5) The program safety manager, claims coordinator, and the insurance carrier will evaluate all injuries and illnesses on case-by-case basis.
 - 6) Injured employees may return to work on Transitional Duty under the following circumstances:
 - i. The employee's attending physician has determined the physical restrictions.
 - ii. The Contractor has a task that can be assigned that meets the restrictions.
 - iii. The Contractor's Project Managers, Supervisors, and Foreman are informed of the injured employee's restrictions.
 - 7) The employee must receive a full medical release from the treating physician before resuming normal work activities.
 - 8) No employee on Transitional Duty will be allowed to work more than (40) forty-hours per week.
 - 9) The injured employee will remain on the project where the injury occurred while on transitional duty if at all possible. If not possible (project completed, contractor no longer on site, etc.) the injured employee's Contractor is expected to accommodate Transitional Duty requirements for the employee on other jobs they currently have enrolled under the ROCIP.
 - 10) When injured employees are off duty they shall follow work restrictions.
 - 11) The Contractor and/or Subcontractors shall discuss employee injury management protocol with the Arthur J. Gallagher Representative (303) 889-2570 prior to any injured employee being laid-off or terminated from a Transitional Duty program.

8.10 OSHA INSPECTIONS

An OSHA Compliance Officer may show up for an inspection based on complaints, accidents, programmed inspections, referrals, or drive-by observations. The Health, Safety & Security Program Manager and/or the CCD ROCIP Safety Manager must be present during the opening conference, during the actual inspection, and during the closing conference. The Compliance Officer can be made to wait a reasonable amount of time for these individuals to make it to the office for the opening conference. Safety personnel may decide to inform other management officials of the inspection, such as the Superintendent or Project Manager. It is the policy of CCD to cooperate fully with OSHA Compliance Officers and to treat them with respect and courtesy.

See Appendix X for CCD OSHA Inspection Procedures.

APPENDIX A MODEL SITE SPECIFIC SAFETY PLAN (SSSP)

INSTRUCTIONS FOR THIS MODEL PROGRAM Every Contractor and Subcontractor must develop and implement a written Site-Specific Safety Plan (SSSP) and a copy must be maintained at each work site. At a minimum, the SSSP must address the following elements:

1. Accountability/Responsibility/Key Line Personnel to include Site 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. Project Site Orientation
14. Communication System
15. Recordkeeping
16. Accident Investigation
17. Crisis Management Plan/Emergency Action Plan
18. Site-Specific Medical Emergency Plan
19. Written Hazard Communication Program
20. Written Trenching and Shoring Plan (if applicable)
21. Written 100% Fall Protection Plan (if applicable)
22. Substance Abuse Program
23. Respiratory Protection Program (if applicable)
24. Heat Illness Prevention Plan (if applicable)
25. Hot Work Permit Procedure (if applicable)
26. Silica Exposure Control Program (if applicable)
27. Confined Space Entry Procedure (if applicable)
28. Lockout/Tagout Procedure (if applicable)
29. Crane Operations Plan

This model program has been prepared only as an aid for use by Contractors and Subcontractors. Contractors and Subcontractors are solely responsible for the content of their own SSSPs. This model program was written for a broad spectrum of employers and it should be modified as appropriate to provide the essential framework required for a Site-Specific Safety Plan on this Project. Proper use of this model program requires the Project Manager/Superintendent and the Contractor Safety Representative to carefully review the

requirements for each of the SSSP elements found in this model. To be effective, this model program must be maintained by the Contractor’s/Subcontractor’s Project Manager or Safety Representative.

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 #

Program Manager POC: 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, hand-washing, 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. **Written Crane Operations Plan** (Attach if applicable)
30. **List of Attachments**
 - Daily Safety Inspection Record
 - Accident Inspection Report Form
 - Training Record
 - Monthly Safety Report
 - Contractors Weekly Safety Planning Submission

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					
	Severity	Probability				
Date Prepared :		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	
	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)				E = Extremely High Risk	
	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.				H = High Risk	
		M = Moderate Risk				
		L = Low Risk				

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 SHEET

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 _____ |
| Abrasion/Cuts _____ | Struck By _____ | /below grade) _____ |
| Falls Over 6' _____ | Overhead Work _____ | Dropping Material & _____ |
| Strains/Sprains _____ | Trip/Slip/Fall _____ | Tools to Lower Level _____ |
| Fire _____ | Cave-in _____ | Moving Machinery _____ |
| Loud Noises _____ | Heat/Cold Exp. _____ | Moving Aircraft _____ |
| Pinch Points _____ | Electrical Shock _____ | Other: _____ |
| Other: _____ | Other: _____ | Other: _____ |

IDENTIFY HAZARD ELIMINATION

- | | | |
|-------------------------|-------------------------|---------------------------------|
| Fall Protection _____ | Toeboards/Netting _____ | Be in the Proper Position _____ |
| Keep Area Cleaned _____ | Sloping/Shoring _____ | /Situational Awareness _____ |
| Guardrails _____ | Proper Rigging _____ | Tools/Materials Secured _____ |
| Fire Watch/Exting _____ | Taglines _____ | Coordination with Other _____ |
| Make Eye Contact _____ | Get Help _____ | Trades _____ |

Additional Hazard Controls: _____

REQUIRED PERSONAL PROTECTIVE EQUIPMENT

- | | | | |
|-----------------------|-------------------------------------|--------------------------|------------------------|
| Hardhat _____ | <input checked="" type="checkbox"/> | Hearing Protection _____ | Safety Goggles _____ |
| Safety Glasses _____ | <input checked="" type="checkbox"/> | Face Shield _____ | Welding Leathers _____ |
| Reflective Vest _____ | <input checked="" type="checkbox"/> | Metatarsal Guards _____ | Welding Hood _____ |
| Safety Boots _____ | <input checked="" type="checkbox"/> | 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 RISK MITIGATION TWO WEEK LOOK AHEAD

PROJECT NAME:

DATE:

CM/GC:
Subcontractors (if necessary):

PM:
Phone:
Report Prepared By:

CONSTRUCTION LOOK AHEAD								
Scheduled Start	Duration	Description of Work	Identified Risks/Hazards	Control Measures	Potential Impacts (Public/Stakeholders)	Coordination Required (Stakeholders)	Supervisor Phone	Doc/MHT#
Week One								
Week Two								
ADDITIONAL LOOK AHEAD								
Additional Job Hazard Analysis Required								
Subs Mobilized/ Demobilized								
Audits/ Inspections Scheduled								
Competent Person Changes								
Planned Orientation/ Training								
Upcoming Procurements								

ADDITIONAL COMMENTS (Major anticipated activities, issues, etc.):

APPENDIX E SUBCONTRACTOR PREMOBILIZATION SAFETY MEETING

Subcontractor Premobilization Safety Meeting

Date: _____ **Project/Location:** _____

Contractor Representatives: _____

Subcontractor Representatives: _____

The following project site safety, health and security requirements, procedures, and hazards have been identified and reviewed with the Subcontractor.

	SSSP/Emergency Planning/Crisis Com		Demolition	
	Competent/Qualified Person		Personal Protective Equipment	
	Hazardous Materials/Waste		Cranes/Hoists/Annual Inspection Certificate	
	Vehicle/Heavy Equipment		Overhead Power Lines	
	Lockout/Tagout		Confined Spaces (Permit/Non-Permit)	
	Electrical		Excavations/Trenching	
	Fire Protection		Site Security/Visitor Control/Public Exposure	
	Hot Work/Welding/Cutting		Risk Mitigation Two Wk. Look Ahead, Daily 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
 - Diagram of crane lift & load placement configuration
 - 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

Source of load Wt. information (drawings, calcs, etc.) _____

Load Wt. confirmed by: _____

B. Crane

1. Type of crane _____
2. Counterweight _____ lbs.
3. Boom length _____ ft. / boom configuration _____
4. Radius at pick-up _____ ft./set-down _____ ft.
5. Crane capacity at radius: over rear _____ lbs. over side _____ lbs. / over front _____ lbs.
6. Boom angle at pickup _____ ft. / set down _____ ft.
7. Max. rated capacity of crane at this boom length, radius and boom angle for this lift _____ lbs.
8. Max. load on crane for this lift is _____ lbs.
9. Lift is _____ % of the crane's rated capacity

C. Jib/Fly

1. Erected _____ Stowed _____ Stored _____
2. If jib/fly to be used: length _____ angle _____
3. Rated capacity of jib/fly from chart _____ lbs.

D. Hoist Rope

1. Rope diameter _____ Number of parts _____
2. Lift capacity based on parts _____ lbs.

E. Rigging

1. Sling configuration (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? _____
- A. Distance to nearest overhead power line? _____
- B. Buildings, equipment, plant, or services to lift or swing over? _____
- C. Crane travel during lift? _____
- D. Swing direction? _____
- E. Will crane be set up away from excavations? _____ (horizontal clearance shall be greater than hole depth)

G. Considerations

1. Multiple crane lifts require a separate plan for each crane.
2. Any changes in crane configuration, placement, rigging, lifting scheme, or calculations require that a new lift plan be developed
3. Number of taglines required to stabilize load _____
4. If other personnel or equipment, other than lift team and their equipment, are in close proximity to lift. Barricade and evacuate the lift area.
5. Check crane's operator manual for maximum wind speed a lift may be executed _____ mph.
6. Surface area of load should be considered for impact due to wind.
7. Method of communication between signal person and operator Radio Hand Signals

Crane Operator: I have been briefed of the contents of this lift plan and accept the duty of ensuring the lift is carried out to the agreed procedure, to the limits of my responsibilities.

Name Signature Date

Lifting Supervisor: I have been briefed of the contents of this lift plan and accept the duty of ensuring the lift is carried out to the agreed procedure.

Name Signature Date

APPENDIX G SAMPLE SHARED SPACE AGREEMENT (CRANE)

Shared Airspace Agreement

(Date)

GENERAL TERMS, DEFINITIONS AND BACKGROUND INFORMATION

1. This **Shared Airspace Agreement** is between (Named Contractor) and (Named Contractor).
2. (Contractor) is operating a (crane model, type) crane at (Specific Location and Project Name) near the intersection of (street, intersection, city and state).
3. (Contractor) is operating a (crane model, type) crane at (Specific Location and Project Name) located near the intersection of (street, intersection, city and state).
4. The (Contractor's) (crane model, type) crane and the (Contractor's) (crane model, type) share a common or overlapping airspace with the potential for the two crane booms and/or associated rigging to collide.
5. The (Contractor) tower crane is positioned on an engineered foundation. The radius, swing or operational area of the tower crane cannot be adjusted or changed. The (Contractor's) crawler crane is mobile. The location of the (Contractor's) crawler crane can be altered, thereby changing the radius, swing or operation area of the crawler crane. Relocation of the (Contractor's) crawler crane may change or alter the size or location of the overlapping airspace of the two cranes.
6. Under normal operating conditions, assuming no shared, common or overlapping airspace, the (Contractor's) tower crane would weathervane (swing freely) during non-operating hours. The risk associated with the ability of the (Contractor's) tower crane to weathervane when not in operation is unacceptable whenever (Contractor) plans to work and (Contractor) is not operating or manning their tower crane.
7. Both the (Contractor) (crane model, type) crane and the (Contractor) (crane model, type) crane have established safe operating air speed limits for operation. The maximum air speed for safe operation of the (Contractor's) (crane model, type) crane is **(XX) miles per hour**. The maximum air speed for safe operation of the (Contractor's) (crane model, type) crane is **(XX) miles per hour**.
8. The (Contractor's) tower crane can be guyed off or tied down safely without placing any additional loads on the tower crane foundation at all air speeds below **(XX) miles per hour**. Guying off the tower crane when not in operation and ensuring that the boom is anchored outside the common or shared

airspace would allow (Contractor) to operate their crane without (Contractor) manning their tower crane.

9. All cranes in the State of (Name) are regulated by OSHA. Both (Contractor) and (Contractor) will operate their respective cranes within OSHA regulations at all times.
10. The (Contractor) crawler crane was in operation before the installation of the (Contractor) tower crane. (Contractor) requested and received prior approval from OSHA before installing the tower crane. The OSHA prior approval was conditioned upon both crane operators having instant, continuous, dedicated mobile communication at all times. OSHA was aware of the existence of the (Contractor) (crane model, type) crane and the shared airspace problem before giving approval to (Contractor) to install the (crane model, type).
11. After installation of the (Contractor) tower crane OSHA requested that both (Contractor) and (Contractor) sign a written agreement to ensure that both cranes would operate in the shared or common airspace safely. This original agreement was the (Contractor) letter to OSHA signed by both (Contractor) and (Contractor) and dated (Day-Month-Year).

SPECIFIC TERMS TO INCLUDE OPERATING PROCEDURES

1. (Contractor) and (Contractor) both agree that the (Contractor) letter to (Name) of OSHA dated (Day-Month-Year) is hereby null and void. This original agreement did not include a procedure for dealing with the excessive amount of overtime crane operations by (Contractor). The original agreement did not discuss the conditions under which the tower crane would weathervane. The operating procedures defined in the (Contractor) letter to OSHA dated (Day-Month-Year) are hereby replaced by the operating procedures in this Shared Airspace Agreement. This Shared Airspace Agreement has been reviewed and approved by OSHA.
2. When both cranes are in operation at the same, time both crane operators will have instant, continuous, dedicated mobile communication. Before either crane approaches the shared or common airspace the other crane operator must provide clearance. If any doubt or confusion exists, the crane operator will not enter or even approach the shared airspace. (Contractor) and (Contractor) agree to allow both operators to communicate, share information and work together to ensure safe crane operations for both companies.
3. (Contractor) and/or (Contractor) will not, under any circumstances, operate their crane when the air speed exceeds the safe operating air speed for that crane. (Reference Line Item # 7)

4. (Contractor) will place the boom of their tower crane outside the shared or common airspace at the end of every work shift. (Contractor) will guy off or secure the boom in this safe location allowing (Contractor) to operate within the shared airspace without (Contractor) manning their tower crane. (Contractor) must release the guying cables and allow the tower crane to weathervane (swing freely) when air speeds exceed (XX) miles per hour.
5. (Contractor) will place the boom of their crane well beyond or outside the shared airspace at the end of every work shift. Although the Sumitomo SC 1500 crawler crane does not weathervane, (Contractor) is responsible for ensuring that their crane boom remains outside the shared airspace whenever their crane is not manned or in operation.
6. (Contractor) will install and monitor an air speed indicator on their tower crane. (Contractor) will confirm the weather report before leaving the jobsite after each work shift. (Contractor) will provide air speed and/or weather forecast information to (Contractor) upon request. The intent is to communicate weather information that may predict air speeds and/or weather conditions that are unsafe for continued crane operations. (Contractor) cannot operate their crane under extreme weather conditions. (Contractor) cannot guy off or secure their tower crane under extreme weather conditions.
7. Before the end of every (Contractor) work shift the (Contractor) superintendent will review the current air speed and weather forecasts. If these weather reports and/or air speed monitor(s) indicate or forecast that weather conditions may deteriorate and cause air speeds in excess of (XX) miles per hour (the maximum safe operating air speed for the {Contractor} mobile crane) Contractors will discuss their intention to continue crane operations under these severe weather conditions.
8. (Contractor) or (Contractor) may decide to start operating their crane when the other company is not manning their crane. This may happen during overtime conditions to include weekday nights, weekends or holidays. If either (Contractor) or (Contractor) commences crane operations when the other crane is not manned, they must confirm that the other crane is safely outside the shared or common airspace. DO NOT ASSUME THAT THE OTHER CRANE IS GUYED OFF, SECURED OR OUTSIDE THE SHARED AIRSPACE AREA BEFORE STARTING CRANE OPERATIONS. A simple visual inspection will confirm that the (Contractor) tower crane is safely guyed off and secured. The guying cables are clearly visible and (Contractor) can easily confirm that the guyed off and secured tower crane will remain outside the shared or common airspace. Confirmation that the (Contractor) tower crane is safely guyed off before commencing an overtime (Contractor) shift is important given that the

(Contractor) tower crane has the potential to weathervane into the shared or common airspace.

Confirmation that the (Contractor) tower crane is safely guyed off and secured is critical after a major storm has passed through the area. A major storm may have forced (Contractor) to release the guyed cables and allow the tower crane to weathervane. (Contractor) will also ensure that the (Contractor) crane is safely outside the shared airspace area before commencing crane operations.

9. Under normal weather conditions (Contractor) agrees to take all actions necessary to ensure that their tower crane is safely guyed off and secured; and out of the shared or common airspace when their tower crane is not manned. (Contractor) must release the guying cables and allow the tower crane to weathervane when air speeds approach (XX) miles per hour.
10. Both (Contractor) and (Contractor) agree to provide the other party to this Shared Airspace Agreement with advance written notification of any change to crane configuration, size, location or operation that may possibly impact the size or location of the shared airspace zone.
11. Both parties to this Shared Airspace Agreement reserve the right to contact OSHA if the other party violates the letter or intent of this Shared Airspace Agreement. OSHA has the authority to shut down one or both cranes. Both parties agree to work together to ensure a safe operating environment for both cranes. A copy of this fully executed Shared Airspace Agreement will be provided to OSHA.
12. This Shared Airspace Agreement will remain in effect until either (Contractor) or (Contractor) permanently remove their crane(s) from their jobsite thereby eliminating any shared airspace problem.
13. This Shared Airspace Agreement can only be modified in writing. Any changes must be agreed to, signed by both parties to this agreement.

ACCEPTED AND AGREED:

(Contractor)

Date

(Contractor)

Date

APPENDIX H SUSPENDED PERSONNEL PLATFORM CHECKLIST

SUSPENDED PERSONNEL PLATFORM CHECKLIST

Date	Competent Person:	
Crane Make:	Model:	Serial Number:
Equipment Number:	Hours:	Crane Capacity:
Crane Type:	Hydraulic	Conventional
(1.) CRANE REQUIREMENTS		
Contractors and/or users must ensure that all items in this checklist are satisfied, including compliance with all safety requirements prior to making a lift. All precautions and instructions on the decals attached to the crane and the platform must be strictly adhered to.		
Circle Items "Yes" to verify compliance:		
No	Yes	Use of a 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 works. NOTE: Measure radius with tape measure on conventional cranes.
No	Yes	The boom length indicator on telescoping booms is fully functional.
No	Yes	The positive anti two-block device is functioning properly. NOTE: A warning system alone does not suffice.
(2.) RIGGING REQUIREMENTS		
No	Yes	Each bridle leg is connected to the master link, or shackle in a way that ensures the load is evenly distributed between all the bridle legs.
No	Yes	All rigging, wire rope, shackles, rings, master links, and other rigging hardware, have a minimum safety factor of 5:1. NOTE: When non-spin cable is used, a minimum safety factor of 10:1 is required.
No	Yes	All wire rope eye fittings are provided with thimbles.
No	Yes	All load hooks are closed with locking type latches.
No	Yes	All rigging equipment for the 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.) MANBASKET REQUIREMENTS		
No	Yes	The basket has been designed with a 5:1 safety factor by a qualified engineer and welded by a qualified welder.
No	Yes	The suspension rigging system has been designed in such a way as to minimize tipping of the 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 Load line) _____
- JIB Weight Stowed _____
- Misc. Weight Not Otherwise Listed _____
- Total Load Chart Deductions _____
- Total Weight, "W" (Total Load Chart Deductions Plus) _____
- Total Occupied Weight of Platform _____
- Capacity of Crane at Minimum Radius _____
- Capacity of Crane at Platform Work Radius _____
- 50 Percent of Crane Capacity at Minimum Radius _____
- 50 Percent of Crane Capacity at Platform Working Radius _____
- Total Load, "W" Divided by 50 Percent Crane Rating=Percent of De-rated Capacity Used _____

Cr Operator Signature _____

Rigger Signature: _____

Lift Supv. 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 his/her own safety and to sign a written Waiver and Release absolving the Owner and others associated with this project of any and all responsibility in connection with all risks encountered at the Site. While on the Construction Premises, please be on guard constantly and follow good safety practices including, but not limited to, the following:

1. Hard-hats, safety glasses and high visibility vests must be worn by all visitors at all times.
2. Although work boots are not required, all visitors shall wear low-heeled leather shoes. High heels of any kind or open-toed sandals are not permitted.
3. All visitors are to be escorted at all times by a badged employee while on the Project Site.
4. Display visitor's badge on the outer garment at all time
5. BE ALERT for changing conditions and ongoing construction activities while walking on the Project Site. LOOK and LISTEN before you move from one position to another.
6. Be aware of uneven walking surfaces and extreme care shall be taken with each step.
7. No firearms, drugs or alcoholic beverages are permitted on the site.
8. All warning signs and barricades must be obeyed.
9. Do not stray from the approved path for ingress and egress.
10. Do not enter areas with inadequate lighting.
11. Be aware of and stay clear of any overhead hazards.
12. Smoking is only permitted in designated areas.
13. Do not touch construction materials of any kind without written authorization from the **Program Manager**.
14. Do not lean on or reach beyond any handrails or barricades.
15. Report any hazards to the **Program Manager** prior to leaving the site.
16. No written correspondence regarding any hazards observed on the site shall be written or forwarded after leaving the site unless previously agreed upon at the site.
17. Call 911 in the event of an emergency

I agree to abide by the Instructions set forth above.

Date

Visitor's Signature

VISITOR

NAME: _____

COMPANY: _____

NAME OF COMPANY/PERSON VISITING: _____

DATE: _____

WAIVER AND RELEASE

In consideration of granting the undersigned permission to enter upon the premises at the Project and for other good and valuable consideration, I hereby waive and forever discharge the Owner, Owner's representatives, Program Manager, Construction Manager, all Subcontractors on the project (the "Released Parties") from and against any claim for damages that may arise due to injury to my person or property while on the project whether caused in whole or in part by any negligence, actions or inactions of the Released Parties. As a licensee, I assume the risk of all dangerous conditions on or about the premises and waive notice of the existence of any such conditions.

I acknowledge the confidential nature of the Owner construction procedures and processes and agree not to photograph, reproduce or divulge the same without the written consent of the Owner.

I HAVE READ THE ABOVE AND AGREE TO SAME:

Signature: _____

Date: ____ / ____ / ____

Escort's First and Last Name: _____

Escort's Badge No.: _____

APPENDIX J SAMPLE HEAT ILLNESS PROGRAM

(Name of Company)

Heat Illness Policy and Procedure

The company recognizes that during certain times of the year employees may be exposed to working in excessive temperatures which may create the risk of heat stress and illness. Acknowledging this exposure, the company has established a “Heat Illness Policy and Procedure” plan to educate and monitor employees from heat-related illness.

Employees are responsible for following these guidelines and maintaining a healthy nutritional balance.

Employees shall be monitored by foremen and superintendents, especially during the first few days of hot work seasons for signs of heat illness.

As a part of our orientation, employees shall be made aware of signs of heat stress and potential illness. Employees shall be made aware of acclimatization which is the process whereby a person gradually adapts to work in the heat when the exposure exists. Acclimatization peaks in most people within four to fourteen days of regular work for at least two hours per day in the heat.

It is the policy of (Name of Company) is to comply with at least the minimum requirements established by State and Federal agencies with respect to preventing our employees from heat illness.

A. Training

1. Effective training in the following topics shall be provided to all supervisory and non-supervisory employees before the employee begins work that should reasonably be anticipated to result in exposure to the risk of heat illness:
 - a. The environmental and personal risk factors for heat illness;
 - b. The company’s procedures for complying with the requirements of the heat illness standard;
 - c. The importance of frequent consumption of small quantities of water, up to 4 cups per hour, when the work environment is hot and employees are likely to be sweating more than usual in the performance of their duties;
 - d. The importance of acclimatization;
 - e. The different types of heat illness and the common signs and symptoms of heat illness;
 - f. The importance to employees of immediately reporting to their foreman or superintendent, symptoms or signs of heat illness in themselves, or with co-workers;
 - g. The company’s procedures for responding to symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary;
 - h. The company’s procedures for contacting emergency medical services, and if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider;
 - i. The company’s procedures for ensuring that, in the event of an emergency, clear and precise direction to the work site can and will be provided as needed to emergency responders.

2. The company shall provide supervisory training prior to assignment to supervision of employees working in the heat. Training will be provided on the following topics:
 - a. Information covered in A (1) "a." through "i." in this policy as described above.
 - b. The procedures a supervisor is to follow to implement the applicable parts in this policy.
 - c. The procedures a supervisor will follow when an employee exhibits symptoms consistent with possible heat illness, including emergency response procedures.

B. Water

1. Employees shall have access to potable drinking and meet the following requirements:
 - a. Where water for consumption is not plumbed or otherwise continuously supplied, it shall be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift.
 - b. The shift may begin with smaller quantities of water if the project has effective procedures for replenishment during the shift as needed to allow employees to drink one quart or more per hour.
 - c. The frequent drinking of water shall be encouraged.
 - d. Water containers shall be sealed to prevent contamination.
 - e. A designated person shall check the water level of containers every thirty minutes and more frequently when the temperature exceeds 90 degrees. When the water level drops below 50%, the container shall be refilled with cool water. To accomplish this task the designated person will carry additional water containers to replace the water.
 - f. When the temperature exceeds 90 degrees, the designated person will carry ice in separate containers so that when necessary, it will be added to the drinking water to keep it cool.
 - g. The designated person will bring paper cone rims or bags of disposable cups and the necessary cup dispensers to ensure that enough disposable cups are made available for each worker and are kept clean until used.
 - h. The designated person will check the work site and place the water as close as possible to the workers (i.e. no more than 50 feet from the workers). If field terrain prevents the water from being placed as close as possible to the workers, the designated person will bring bottled water or individual containers (in addition to disposable cups and water containers), so that workers can have drinking water readily accessible. The designated person will ensure that the water containers are relocated to follow along as the crew moves.
 - i. The designated person will point out daily the location of the water coolers to the workers and remind them to drink water frequently. When the temperature exceeds or is expected to exceed 90 degrees, the designated person will hold a brief 'tailgate' meeting each morning to review with employees the importance of drinking water, the number and schedule of water and rest breaks and the signs
 - j. When the temperature equals or exceeds 95 degrees Fahrenheit or during a heat wave, the designated person will increase the number of water breaks, and will remind workers throughout the work shift to drink water.

C. Shade

1. Employees suffering from heat illness or believing a preventative recovery period is needed, shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling for a period of no less than five minutes. When the outdoor temperature in the work area does not exceed 85 degrees Fahrenheit (Company Name) shall either provide shade as per (a) below or provide timely access to shade upon an employee's request.
 - a. Access to shade shall be permitted at all times when the temperature exceeds 85 degrees. When the outdoor temperature in the work area exceeds 85 degrees, (Company Name) shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling. The amount of shade present shall be at least enough to accommodate 25% of the employees on the shift at any time, so that they can sit for at least 5 (five) minutes in a normal posture, fully in the shade without having to be in physical contact with each other or direct contact with the ground. Chairs, benches, sheets or towels shall be provided for seating. The shaded area shall be located as close as practicable to the areas where employees are working.
 - b. Cooling measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the company or project can demonstrate that these measures are at least as effective as shade in allowing employees to cool.
 - c. Employees are allowed and encouraged to take a cool-down rest in the shade for a period of no less than five minutes at a time when they feel the need to do so to protect themselves from overheating.
 - d. In situations where trees, vegetation or structures may be used to provide shade, the designated person will evaluate the thickness and shape of the shaded area (given the changing angles of the sun during the entire shift), before assuming that sufficient shadow is being cast to protect employees.
 - e. In situations where it is not safe to provide shade (example winds of more than 40 mph), the designated person will document how this determination was made, and what steps will be taken to provide shade upon request.
 - f. In situations where it is not safe or feasible to provide shade, the designated person will document how this determination was made, and what steps will be taken to provide shade upon request or other alternative cooling measures with equivalent protection.

D. Monitoring the Weather

1. Procedures for monitoring the weather shall include but not be limited to the following:
 - a. Two weeks in advance (or with as many days in advance as possible), (Company Name) Superintendent will go on the internet (www.nws.noaa.gov), call the National Weather Service or check the Weather Channel TV Network to view the extended weather forecast in order to plan in advance the work schedule, know whether a heat wave is expected and if additional schedule modifications will be necessary. This type of advance planning shall take place in the summer months.
 - b. Prior to each workday, the designated person will review the forecasted temperature and humidity for the worksite and compare it against the National Weather service Heat Index to evaluate the risk level for heat illness, for instance whether or not workers will be exposed at a temperature and humidity characterized as either "extreme caution" or "extreme danger" for heat illnesses such as heat stroke. It is important to keep in mind that the temperature at which these warnings occur must be lowered as much as 15 degrees if the workers under consideration are in direct sunlight.

- c. Prior to each workday, the designated person will be responsible for monitoring the weather (using www.nws.noaa.gov or with the aid of a simple thermometer) at the worksite. This critical weather information will be taken into consideration, to determine when it will be necessary to make modifications to the work schedule (such as stopping work early, rescheduling the job, working at night or during the cooler hours of the day, increasing the number of water and rest breaks).
- d. The designated person will be responsible for using a thermometer at the jobsite and checking the temperature every 60 minutes to monitor for sudden increases in temperature, to ensure that once the temperature exceeds 85 degrees, the shade structures are opened and accessible to the workers and to make certain that once the temperature equals or exceeds 95 degrees additional preventive measures such as the High Heat Procedures are implemented as described in Part E of this document.

E. High-Heat Procedures.

1. (Company) shall implement high-heat procedures when the temperature equals or exceeds 95 degrees. These procedures shall include the following to the extent practicable:
 - a. Ensuring that effective communication by voice, observation, or electronic means is maintained so that employees at the work site can contact a supervisor when necessary. An electronic device, such as a cell phone or text messaging device, may be used for this purpose only if reception in the area is reliable.
 - b. Observing employees for alertness and signs or symptoms of heat illness.
 - c. Reminding employees throughout the work shift to drink plenty of water.
 - d. Close supervision of a new employee by a supervisor or designee for the first 14 days of the employee's employment by the employer, unless the employee indicates at the time of hire that he or she has been doing similar outdoor work for at least 10 of the past 30 days for 4 or more hours per day.

F. Clothing

1. Employees should wear clothing appropriate for the work they are performing and should follow these guidelines:
 - a. Wear light-colored clothing of a fabric that is permeable to the air, such as cotton. Most synthetic materials do not provide adequate ventilation.
 - b. Generally, less clothing is desirable in hot environments, except when the air temperature exceeds 95 degrees Fahrenheit or when a person is standing next to a radiant heat source or exposed to the sun; in those instances, covering exposed skin is beneficial to reducing heat stress and sunburn.
 - c. Shorts are not permitted. Shirt sleeves will extend at least four inches in length. Tank tops and sleeveless shirts are not permitted. The Project Safety Specific Safety Plan may address additional requirements.

G. Emergency Response:

1. The procedures for emergency response and handling the sick are as follows but not limited to these guidelines.
 - a. Prior to assigning a crew to a particular worksite, the designated person will provide workers and the foreman a map along with clear and precise directions (such as streets or road names,

- distinguishing features and distances to major roads) of the site, to avoid a delay of emergency medical services.
- b. Prior to assigning a crew to a particular worksite, the designated person will ensure that a qualified, appropriately trained and equipped person will be available at the site, to render first aid if necessary.
 - c. Prior to the start of the shift, the designated person will determine if a language barrier is present at the site and take steps to ensure that emergency medical services can be immediately called in the event of an emergency.
 - d. All foremen and supervisors will carry cell phones or other means of communication, to ensure that emergency medical services can be called and check that these are functional at the worksite prior to each shift.
 - e. When an employee is showing symptoms of possible heat illness, the designated person will take immediate steps to keep the stricken employee cool and comfortable once emergency service responders have been called (this will be done to reduce the progression to more serious illness).
 - f. At remote locations or undeveloped areas, the designated person will assign an employee or employees to physically go to the nearest road or highway where they can be seen by emergency responders. If daylight is diminished, the designated employee(s) shall be issued a high visibility Type 2 or Type 3 vest, a vehicle (if necessary), and flashlights in order to direct emergency personnel to the location of the worksite, which may not be visible from the road or highway.
 - g. (Company Name) training for employees and supervisors will include every detail of these written emergency procedures.
2. Managing a sick employee or one who displays possible signs or symptoms of heat illness, the following procedures shall be used:
- a. A trained first aid worker or supervisor will check the sick employee and determine whether resting in the shade and drinking cool water will suffice or if emergency service providers will need to be called.
 - b. The sick worker shall not be left alone in the shade, as he or she can take a turn for the worse.
 - c. While the ambulance is in route, initiate first aid (cool the worker: place in the shade, remove excess layers of clothing, place ice pack in the armpits and join area and fan the victim).
 - d. A sick worker shall not be permitted to leave the site (unless being transported by ambulance or treatment has been started by paramedics) until they have been evaluated by an EMT or physician and released to return to work.
 - e. If an employee does not look OK and displays signs or symptoms of severe heat illness (loss of consciousness, incoherent speech, convulsions, red and hot face), and the worksite is located more than 20 min away from a hospital, call emergency service providers, communicate the signs and symptoms of the victim and request Air Ambulance.
 - f. Treatment for heat cramps – Have the person rest in a cool place and provide cool water. Usually rest and fluids are all the person will need to recover. Lightly stretch the muscle and massage the area. When cramps stop, the person can usually start activity again if there are no other signs of illness. He or she should keep drinking plenty of fluids. Watch the person carefully for further signs of heat illness.
 - g. Treatment for Heat Exhaustion and Heat Stroke – When you recognize heat-related illness in its early stages, you can usually reverse it. Get the person out of the heat. Loosen any tight clothing and apply cool, wet cloths, such as towels or sheets, taking care to remoisten the

cloths periodically. Spraying the person with water and fanning is also beneficial. If the person is conscious, give them small amounts of cool water to drink.

Do not let a conscious person drink too quickly. Give about 4 ounces of water every 15 minutes. Let the person rest in a comfortable position and watch carefully for changes in their condition. The person should not resume normal activities the same day.

Refusing water, vomiting and changes in consciousness mean that the persons' condition is getting worse. Call 303-342-4211 immediately if you have not already done so. If the person vomits, stop giving fluids and place the person on their side. Watch for signs of breathing problems. Keep the person lying down and continue to cool the body any way you can. If you have ice packs or cold packs, place them on each of the persons' wrists and ankles, on the groin, in each armpit and on the neck to cool the large blood vessels. Use barriers, like towels or clothing, between the ice packs and the person to protect the skin.

H. Definitions

1. The following definitions and terms are provided in this policy as determined by OSHA.
 - a. Acclimatization - Temporary adaptation of the body to the work to be performed in excessive heat that occurs gradually when a person is exposed to it. Acclimatization peaks in most people within four to fourteen days of regular work for at least two hours per day in the heat.
 - b. Environmental risk factors for heat illness - Working conditions that create the possibility that heat illness could occur, including air temperature, relative humidity, and radiant heat from the sun and other sources; conductive heat sources such as the ground, air movement, workload severity and duration, protective clothing and personal protective equipment worn by employees.
 - c. Heat cramps – Painful intermittent spasms of the voluntary muscles following hard physical labor in a hot environment. Cramps usually occur after heavy sweating and often begin at the end of a work shift.
 - d. Heat exhaustion – Profuse sweating, weakness, rapid pulse, dizziness, nausea, and headache. The skin is cool and sometimes pale and clammy with sweat. Body temperature is normal or subnormal. Nausea, vomiting and unconsciousness may occur.
 - e. Heat Illness - A serious medical condition resulting from the body's inability to cope with a particular heat load and may include heat cramps, heat exhaustion, heat syncope and heat stroke.
 - f. Heat Stroke – Sweating is diminished or absent. The skin is hot, dry and flushed. Increased body temperature, which, if uncontrolled, may lead to delirium, convulsions, coma and death. Medical care is urgently needed.
 - g. Personal risk factors for heat illness - Factors such as an individual's age, degree of acclimatization, health, water consumption, alcohol and caffeine consumption. Additional contributing factors are the use of prescribed medications that affect a body's fluid retention or other physiological responses to heat.
 - h. Preventative recovery period - A period of time for recovery from heat to effectively prevent heat illness.
 - i. Shade - The blocking of direct sunlight. Use of canopies, umbrellas and other temporary structures or devices may be used to provide shade. One indicator that blockage is sufficient is when objects do not cast a shadow in the area of blocked sunlight. Shade is not adequate when

heat in the area of shade defeats the purpose of shade, which is intended to allow the body to cool. Avoid sources of shade such as metal sheds or parked cars/trucks that are sitting in the hot sun.

- j. Temperature - Unless otherwise noted, temperatures are rated at Fahrenheit

APPENDIX K ***RESERVED***

APPENDIX L PROJECT SAFETY ORIENTATION TRAINING ACKNOWLEDGEMENT

	Badge #:
Name of Employee: (Print Name)	Date:
Company:	Person Conducting the Orientation:

The following topics are to be reviewed with all employees during their initial site orientation.

Topics

1. Information to acquaint the employee with special safety requirements of the work site, including security and traffic regulations;
2. Employer and employee rights and responsibilities
3. Description of the nature of the project;
4. Drug free work place and substance abuse testing
5. Accident reporting procedures;
6. How to report unsafe acts or conditions;
7. Site disciplinary procedures;
8. Personal protection equipment requirements;
9. Hazards prevalent for the work being performed (fall protection, trenching, ladder usage, scaffold safety, etc.); and
10. Hazard Communication Program
11. Emergency Evacuation Procedures
12. Good housekeeping practices
13. Job Hazard Analysis (JHA)
14. Pre Task Planning
15. Return to work programs, incident (to include near misses) reporting procedures, workers compensation requirements, and medical provider list.
16. Other _____

Comments:

By signing this site orientation form, I hereby acknowledge that the basic site safety controls outlined above have been thoroughly reviewed with me and that I agree to obey by the contents of the site safety requirements.

Employee Signature

Date

Note: Any employee questions regarding the Safety Requirements shall be directed to the Contractor's Project Safety Representative.

APPENDIX M NEAR MISS REPORT FORM

Near Miss Report Form

Near Miss Reporting is the process of identifying and preventing an unsafe act or condition before it causes an injury, illness or damage to property and equipment. This form is used to formally document the recognition of a hazard, the change that is made to prevent a reoccurrence of the hazard and to share the lessons learned with the Contractors on the CCD ROCIP.

All Information is required.

Contractor/Subcontractor Name: _____

Fact Finding: Please explain the following. (To be completed by employee)

Who was involved in the near miss (employee names optional):

_____?

Describe what happened: _____

Where did the near miss occur: _____

When did the near miss occur: _____

How did the near miss occur: _____

Preventative Measures Taken. (To be completed by Contractor's Safety Representative)

What acts or conditions led directly to the near miss incidents? _____

What steps have/will be taken to prevent a similar incident? _____

Who is responsible for taking these actions and following up to ensure that they are completed? _____

Expected completion date: _____ Actual completion date: _____

APPENDIX N SAMPLE WEEKLY SAFETY TOOLBOX ATTENDANCE ROSTER

Weekly Safety Toolbox Attendance Roster

Topics Discussed: _____
(Attach pertinent information discussed)

Date of Meeting: _____

Discussion Leader: _____

Print Name	Signature	Company

APPENDIX O INVESTIGATION FORMS

Employee Injury Investigation Form

1. Injured Employee's Name	2. Contractors Name	3. Date/Time of Injury	4. Supervisors/Foreman Name	5. Specific Location of Injury			
6. Employee's Occupation	7. Employee's Job Task at time of Injury		8. Length of Service on Project	9. Length of Service with Employer			
10. Description of what happened							
11. Part of Body Injured or Affected			12. Nature of Injury				
13. Severity	<input type="checkbox"/> First Aid	<input type="checkbox"/> Medical treatment beyond first aid	<input type="checkbox"/> Lost workdays	<input type="checkbox"/> Fatality	<input type="checkbox"/> Other: Specify		
14. Contributing Causes to Injury							
15. Root Cause of Injury							
16. Probable Recurrence	<input type="checkbox"/> Frequent	<input type="checkbox"/> Occasional	<input type="checkbox"/> Rare	17. Loss Severity Potential	<input type="checkbox"/> Major	<input type="checkbox"/> Serious	<input type="checkbox"/> Minor
18. Preventive Measures							

19. Injured employee's description of what happened (attach sheet for additional comments)			
20. Witness names and description of incident (attach sheet for additional comments)			
21. Supervisors description of incident (attach sheet for additional comments)			
22. Specific corrective actions or preventative measures taken			
Corrective action taken	Person responsible	Target completion date	Date completed
23. Attached supporting documentation (required)			
<input type="checkbox"/> Photos	<input type="checkbox"/> Diagram of work area	<input type="checkbox"/> Applicable training documentation for parties involved	<input type="checkbox"/> Contractor's investigation report
<input type="checkbox"/> JHA (if applicable)	<input type="checkbox"/> Daily Pre-Task Planning Sheet	<input type="checkbox"/> Witness statements	
		<input type="checkbox"/> Corrective action supporting documentation	

Supervisor's Signature

Safety Representative's Signature

Project Manager's Signature

Builders' Risk/General Liability Investigation Form

1. Names of parties involved	2. Contractors Name	3. Date/Time of Injury	4. Supervisors/Foreman Name
5. Description of incident			
6. Description of damages			
7. Contributing causes to incident			
8. Root cause of incident			
9. Probable Recurrence	<input type="checkbox"/> Frequent	<input type="checkbox"/> Occasional	<input type="checkbox"/> Rare
10. Loss Severity Potential	<input type="checkbox"/> Major	<input type="checkbox"/> Serious	<input type="checkbox"/> Minor
11. Preventive Measures			
12. Employee's description of what happened (attach sheet for additional comments)			

--

13. Witness names and description of incident (attach sheet for additional comments)

--

14. Supervisors description of incident (attach sheet for additional comments)

--

15. Specific corrective actions or preventative measures taken

Corrective action taken	Person responsible	Target completion date	Date completed

16. Attached supporting documentation (required)

<input type="checkbox"/> Photos	<input type="checkbox"/> Diagram of work area	<input type="checkbox"/> Applicable training documentation for parties involved	<input type="checkbox"/> Contractor's investigation report	<input type="checkbox"/> Witness statements
<input type="checkbox"/> JHA (if applicable)		<input type="checkbox"/> Daily Pre-Task Planning Sheet	<input type="checkbox"/> Corrective action supporting documentation	

Supervisor's Signature

Safety Representative's Signature

Project Manager's Signature

APPENDIX P SAMPLE HOT WORK PERMIT

Hot Work Permit

Authorization: The information on this permit has been evaluated, the site has been examined, and all safety measures are in place.

Signed: _____
(Qualified Person Authorizing Hot Work Permit)

Date: _____

Location: _____

Description of hot work: _____

Authorized workers: _____

Is a fire watch required?

Yes Name of Fire Watch _____
 No

A Fire Watch will be posted if:

- Flammable and combustible materials cannot be moved 35' from the point of operation
- Wall or floor openings within the immediate work area expose combustible materials in adjacent areas, including concealed spaces in walls or floors
- Combustible materials are adjacent to the opposite side of partitions, walls, ceilings or roofs, and are likely to be ignited

Permit Checklist

- Flammable and combustible materials within 35' of the point of operation have been removed, covered with fire retardant tarps, or otherwise shielded
- All floors and surfaces have been swept free of combustible dust or debris
- Any openings or cracks in the walls, floors, or ducts that are potential travel passages for sparks, heat and flames have been covered.
- An operable fire extinguisher is nearby and accessible
- Sprinkler heads that could be activated by hot work have been covered by a wet rag
- Smoke detectors in the area of hot work have been covered to prevent false alarms
- A Fire Watch has been posted during the hot work operation and for 30 minutes afterwards to verify that there are no live embers, sparks, or smoldering fires.

APPENDIX Q LESSONS LEARNED FORM

Lessons Learned Communication

Date:

What:

When:

Where:

Incident Summary:

Discussion of Activities:

Analysis of What Went Wrong:

Immediate and System Cause:

Resolutions and Recommendations

Cost Savings/Avoidance

Work Function:

Hazards:

Originator:

 Telephone:

 Email:

Contact:

 Telephone:

 Email:

Distribution:

APPENDIX R CONTRACTOR'S MONTHLY SAFETY REPORT

Contractor's Monthly Safety Report (Due 1st Tuesday of each month)

Contractor Name: _____

Contract Number: _____

Data for Month/Year of: _____

INCIDENT TYPES <i>(Includes all Subcontractors)</i>	Number of Cases/Claims			Project Goal	Rates		
	Current Month	Year to Date	Project to Date		National Average	Year to Date	Total Project
OSHA Recordable Incidents					3.5		
Lost Workday Incidents					1.3		
DART Incidents					0.6		
First Aid Incidents					2015 BLS Construction Data		
Near Misses Reported							
General Liability							
Builders Risk							
OSHA RECORDABLE AND FIRST AID INCIDENTS: <i>Please classify below and also complete on page 2 with details:</i>					Current Month	Year to Date	Project to Date
Fall (e.g., floors, platforms, roofs)							
Struck by (e.g., falling objects, vehicles, equipment)							
Caught in/between (e.g., cave-ins, unguarded machinery, equipment)							
Electrical (e.g., overhead power lines, power tools/cords, outlets, wiring)							
Other (e.g., cuts, burns, and other items not covered above)							
EMPLOYMENT INFORMATION <i>(Includes all Subcontractors)</i>							
Average Daily Number of Employee's (FTE's)							
Total Hours Worked by Employees							
PROJECT SAFETY ACTIVITIES							
Safety Orientations Completed							
Tool Box Meetings Completed							
Disciplinary Actions							
Number of Site Safety Inspections Completed							
Number of Supervisors/Foreman Participating in Site Safety Inspections							

Contractor Project Director/Manager Date

Contractor Site Safety Representative Date

DETAILS OF RECORDABLE AND FIRST AID INJURIES OR ILLNESSES FOR CURRENT MONTH: *For all injuries and illnesses listed on page 1.*

Date	Job Title/Craft	Brief Description	Corrective Actions Initiated

DETAILS OF GENERAL LIABILITY CLAIMS FOR CURRENT MONTH: *For all general liability claims listed on page 1*

Date	Brief Description	Corrective Actions Initiated

DETAILS OF BUILDERS RISK CLAIMS FOR CURRENT MONTH: *For all builders risk claims listed on page 1*

Date	Brief Description	Corrective Actions Initiated

APPENDIX S DESIGNATED PROVIDER LIST

COLORADO WORKERS' COMPENSATION INFORMATION

Your employer has workers' compensation coverage for employees through:

**AMERICAN ZURICH INSURANCE COMPANY
1299 ZURICH WAY
SCHAUMBURG, IL 60196-5870**

Workers' compensation is a type of insurance coverage that employers must provide to their employees. The cost of workers' compensation insurance is paid entirely by the employer and may not be deducted from an employee's wages.

If you are injured or sustain an occupational disease while at work, you may be entitled to compensation benefits as provided by law. **WRITTEN NOTICE MUST BE GIVEN TO YOUR EMPLOYER WITHIN 4 WORKING DAYS OF THE ACCIDENT.** If you don't report your injury or occupational disease promptly your benefits may be reduced.

If you are unable to work as the result of a work-related injury or occupational disease, compensation (wage replacement) benefits will be based on 2/3 of your average weekly wage up to a maximum set by law. No compensation is payable for the first 3 days' disability unless the period of disability exceeds two weeks.

You are entitled to reasonable and necessary medical treatment of compensable injuries or occupational diseases. If you notify your employer of an injury or occupational disease and are not offered medical care, you may select the services of a licensed physician or chiropractor.

You may file a Worker's Claim for Compensation with the Division of Workers' Compensation. To obtain forms or information regarding the workers' compensation system, you may call Customer Service at 303.318.8700, or visit our website at: www.coworkforce.com/dwc/.

**COLORADO DIVISION OF WORKERS' COMPENSATION
633 17TH Street, Suite 400, Denver, CO 80202-3626**

Any information provided below comes from your employer and is specific to this place of employment:

WC49 Rev 11/07

**To Report A Claim Contact:
ZURICH CLAIMS SERVICES
Telephone: 800-987-3373**

NOTICE TO ALL EMPLOYEES

**If you become injured on the job...
Take the following steps:**

- **Notify a member of Management of your injury immediately.**
- **If you feel that you need medical attention, the providers listed are available for treatment.**
- **Please call the provider to schedule an appointment.**
- **For urgent care needs OR after clinic hours, you may seek treatment from the hospital Emergency Department at the nearest qualified facility or provider.**
- **Patients will be seen on a medical priority basis.**

City and County Of Denver ROCIP

Program Identifier: Tier 1-National Western Center

**Concentra North Denver
420 E. 58th Avenue, Ste 111
Denver, CO 80216
303.292.2273**

**Hours: M-F 7 a.m. to 5 p.m.
Occupational Medicine**

**Workwell Occupational Medicine
3350 North Peoria Street, Ste 190
Aurora, CO 80010
303.365.4646**

**Hours: M-F 8 a.m. to 5 p.m.
Occupational Medicine**

**Midtown Occupational Health Services
2490 W. 26th Ave., Building A, Suite 300
Denver, CO 80211
303.831.9393**

**Hours: M-F 7 a.m. to 6 p.m.
Occupational Medicine**

APPENDIX T CONCENTRA DRUG TESTING AND MEDICAL TREATMENT AUTHORIZATION FORM



**CITY AND COUNTY OF DENVER ROCIP/NATIONAL WESTERN CENTER
AUTHORIZATION FORM**

CONCENTRA LOCATIONS:

Lakewood:

11185 W 6th Avenue, Lakewood, CO 80215

PH: 303-239-6060

Hours: M-F 8-6

Highlands Ranch

9330 S. University, Ste 100, Highlands Ranch, CO 80126

PH: 303-346-3627

Hours: M-F 8-6; Sat 8-4; Sun 10-4

Aurora Chambers

3449 Chambers Road, Suite B, Aurora, CO 80111

PH: 720-859-6139

Hours: M-F 8-5

North Denver

420 East 58th Avenue, Suite 111, Denver, CO 802106

PH: 303-292-2273

Hours: M-F 7-5

Stapleton Location

5855 Stapleton Drive North, Ste A-130, Denver CO 80216

PH: 303-371-7444

Hours: M-F 8-5; opens 7 am on Wed

Patient's Name:

Employer:

City and County of Denver ROCIP / National Western Center
c/o Keith Williams, CCD Safety Manager, NWC Project
Department of Finance/Cash, Risk & Capital Funding
201 W. Colfax Avenue, Denver, CO 80202
Phone: O: 720-913-3325; M: 970-980-7559
keith.williams@denvergov.org

Contractor Name:

Contractor Address:

Contractor Phone Number:

Contractor E-mail Address:

Contractor Project No./Code:

Below services authorized by:

Date:

Title/Phone:



CITY AND COUNTY OF DENVER ROCIP/NATIONAL WESTERN CENTER
AUTHORIZATION FORM

PRE-EMPLOYMENT

- History & Physical - Bill requesting party
- 11 panel rapid drug screen - Bill to Employer: City and County of Denver ROCIP/National Western Center
- Other: _____

POST ACCIDENT

- 11 Panel rapid drug screen - Bill Subcontractor
- Injury Treatment - Bill to Zurich American Insurance Company
- Other: _____

REASONABLE SUSPICION - BILL SUBCONTRACTOR NOT PROJECT

- 10 panel rapid drug screen
- Breathalyzer
- Other: _____

INJURY TREATMENT – Bill Zurich American Insurance Co.

Date of Injury: _____ Part of Body Injured: _____

DOT reportable injury: Yes No

Notes:

Project coordinator: Kendall Trump (p) 303-889-2570

kendall_trump@ajg.com

APPENDIX U MIDTOWN DRUG TESTING AND MEDICAL TREATMENT AUTHORIZATION FORM

FINAL TBD



Midtown Occupational Health Services

AUTHORIZATION FOR MEDICAL TREATMENT AND/OR SERVICES

Patient's Name: _____ SSN: _____ DOB: _____

Employer: _____ Employer Phone: _____

Below Services Authorized by: _____ Date: _____

Check services that are authorized and/or required below:

INJURY TREATMENT:

Date of Injury: _____ Part of body injured: _____

DRUG SCREEN:

___ DOT Employee ___ Non-DOT employee

Check one ___ Post Accident ___ Random ___ For Cause ___ Pre-employment ___ Direct Observation

BREATH ALCOHOL:

Check one ___ Post Accident ___ Random ___ For Cause ___ Pre-employment

ANCILLARY SERVICES:

___ Post offer physical **without** drug screen ___ Post Offer physical **with** drug screen ___ DOT Physical

___ New Hire Asbestos Physical ___ Annual Asbestos Physical ___ Respiratory Physical ___ Pulmonary Function Test

___ Lead/ZPP ___ Haz-Mat physical **List of Exposures:** _____

OTHER:

Please go to Midtown Occupational Health Services for medical services and/or treatment.

**Midtown Occupational Health Services, PC
2490 West 26th Avenue, Building A, Suite 300 Denver, CO 80211**

Hours of Operation

**Injury Care Monday – Friday 7:00 a.m.-6:00 p.m.
Pre-Employment Drug Screening 7:00 a.m.-4:30 p.m.
DOT Drug Screening 7:00 am-3:00 p.m.
Phone: (303) 831-9393 Fax: (303) 831-6355**

APPENDIX V WORKWELL DRUG TESTING AND MEDICAL TREATMENT AUTHORIZATION FORM

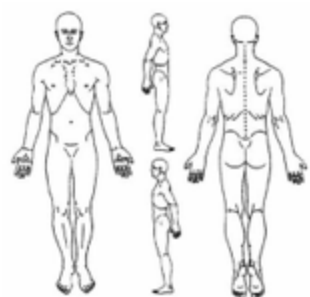



AUTHORIZATION FOR TREATMENT

(Patient required to show photo ID at time of service)

Walk-in Workwell Occupational Medical clinic locations below.

Required	Today's Date: _____/_____/_____	Date Of Birth: _____/_____/_____
	Company Name: _____	Employee Name: _____
	Company Address: _____	Employee Job Title: _____
	City/State/Zip: _____	Authorized by: _____
	Temp Staffing Agency: _____ (If applicable)	Title: _____
	Phone: _____/_____/_____	

On-the-Job Injuries	Date of Injury: _____/_____/_____			
	Is a post-accident drug screen required? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, mark below: <input type="checkbox"/> Drug Screen <input type="checkbox"/> D/S – DOT <input type="checkbox"/> D/S – Non-DOT <input type="checkbox"/> Collection Only <input type="checkbox"/> Breath Alcohol <input type="checkbox"/> DOT <input type="checkbox"/> Non-DOT	 <p>(Indicate location of injury on the diagram)</p>		Describe how the injury happened and any additional details below: _____ _____ _____ _____ _____ _____ _____

Other Services	Substance Abuse Screens <input type="checkbox"/> Breath Alcohol Test <input type="checkbox"/> Drug Screen *Choose one: <input type="checkbox"/> DOT or <input type="checkbox"/> Non-DOT AND: Available Testing: <input type="checkbox"/> Hair <input type="checkbox"/> SECRET collection only <input type="checkbox"/> Lab (Must provide Chain of Custody form) <input type="checkbox"/> Post-Accident <input type="checkbox"/> Pre-Employment <input type="checkbox"/> Random <input type="checkbox"/> Reasonable Suspicion	Medical Physicals <input type="checkbox"/> Pre-employment <input type="checkbox"/> Recertification <input type="checkbox"/> Basic Medical <input type="checkbox"/> Comprehensive Medical <input type="checkbox"/> DOT <input type="checkbox"/> Hazmat <input type="checkbox"/> Respirator Other Services <input type="checkbox"/> Audiogram <input type="checkbox"/> Baseline <input type="checkbox"/> Annual <input type="checkbox"/> Vision	Other <input type="checkbox"/> Lift Test/Evaluation * Set-up <u>required</u> and restrictions apply <input type="checkbox"/> Respirator Questionnaire Review Only <input type="checkbox"/> Spirometry (PFT) with Medical Interpretation
			

Copies of this form are available on our website

WORKWELL Occupational Medicine Clinic
 205 S. Main Street, Ste C
 Longmont, CO 80501
 Phone: 303-702-1612
 Fax: 303-774-7899
 Hours: 8am-5pm M,W, F; 7am-5pm T,Th

WORKWELL Occupational Medicine Clinic
 2528 West 16th Street
 Greeley, CO 80634
 Phone: 970-356-9800
 Fax: 970-353-3182
 Hours: 8am-5pm Monday-Friday

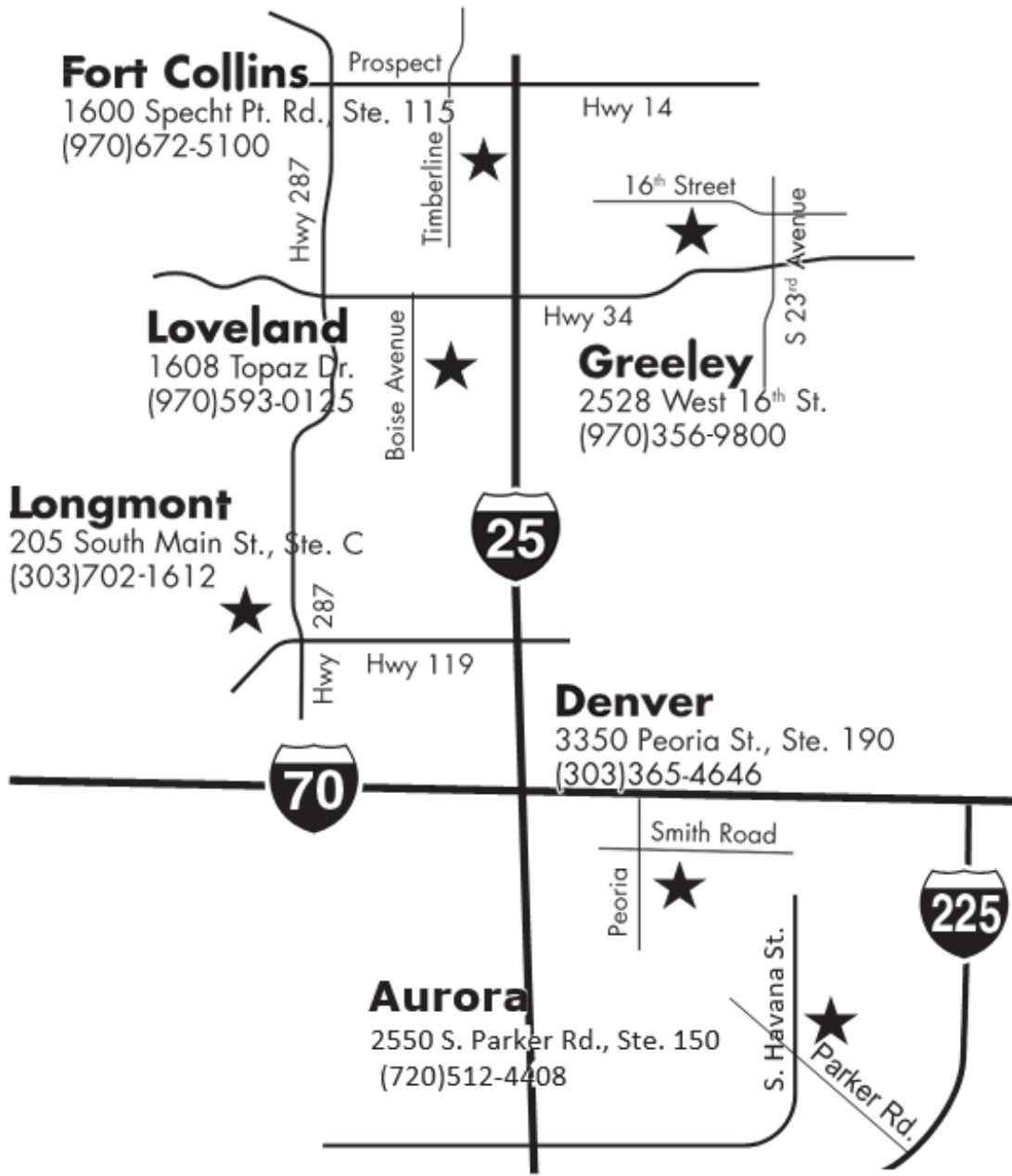
WORKWELL Occupational Medicine Clinic
 1600 Specht Point Road, Ste 115
 Fort Collins, CO 80525
 Phone: 970-672-5100
 Fax: 970-672-5105
 Hours: 8am-5pm Monday-Friday

WORKWELL Occupational Medicine Clinic
 3350 Peoria Ave. Ste. 190
 Aurora, CO 80011
 Phone: 303-365-4646
 Fax: 303-365-4644
 Hours: 8am-5pm Monday-Friday

WORKWELL Occupational Medicine Clinic
 1608 Topaz Drive
 Loveland, CO 80537
 Phone: 970-593-0125
 Fax: 970-593-0127
 Hours: 8am-5pm Monday-Friday

WORKWELL Occupational Medicine Clinic
 2550 S. Parker Rd. Ste. 150
 Aurora, CO 80014
 Phone: 720-512-4408
 Fax: 720-512-5978
 Hours: 8am-5pm Monday-Friday





We make it easy.

www.workwellworks.com

APPENDIX W EVACUATION/UTILITY PERMIT

EXCAVATION / UTILITY PERMIT

Contractor Name: _____

Permit Valid From: _____ **To:** _____

I. GENERAL INFORMATION				
Location of excavation (attach copy(s) of plan sheets w/ utilities highlighted):				
Purpose of excavation:				
Start Date:	Expected Completion Date:	Depth:	Width:	Length:

II. LOCATE SERVICE NOTIFICATION		
---------------------------------	--	--

Ticket No.:	Date Requested:	Requested By:
-------------	-----------------	---------------

III. PRE – WORK CHECKLIST		Initials	Comments: If “No” Explanation required.
---------------------------	--	----------	---

Designated NWC Supervisor for operation.	<input type="checkbox"/> Yes <input type="checkbox"/> No		Name:
Subcontractor designated competent person in writing to oversee operation (on AHA)	<input type="checkbox"/> Yes <input type="checkbox"/> No		Name:
AHA prepared and reviewed with all involved parties and signed by each site work crew member.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If high priority lines are located within 10 feet, has a meeting been held with owners / operators?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are utilities shown in the area of excavation on utility map?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Are utilities located?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Plans verified against locate markings.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Locate markings offset.	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Visual check for unmarked utilities (e.g., manholes, equipment, valves).	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If electrical, has electrical subcontractor been notified and scheduled to turn off the service prior to the start of the operation (including pot holing and all other work that might result in contact with the utility)?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
All utilities potholed at each crossing according to approved procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

IV. SIGNATURES (All signatures required)		
--	--	--

	Location of Markings Known	Signature
Electrical Supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Operation Foreman	<input type="checkbox"/> Yes <input type="checkbox"/> No	
NWC Superintendent	<input type="checkbox"/> Yes <input type="checkbox"/> No	

This permit has been reviewed by National Western Complex, NWC S&H for general compliance with the jobsite safety requirements. That review, however, does not relieve Subcontractor of the responsibility for compliance with all applicable safety laws, regulations, ordinances, and contractual requirements. Subcontractor is responsible for reviewing this with all personnel involved with the Definable Feature of Work (DFOW) on a regular basis and must notify NWC S&H and adjust the AHA and permit as necessary whenever the plan for performing the DFOW is modified.

Utility Locate / Pothole Procedures Instructions & Field Guide

All existing utilities will be located, marked, and visually verified prior to starting any operation. The foreman of each operation is responsible for ensuring that these procedures are followed and the AHA and all necessary drawings are available at the operation.

Excavation / Utility Permits:

An Excavation / Utility Permit are **required** for all operations, which penetrate the ground surface. The Excavation/Utility Permit has several sections requiring completion.

- Section 1: Describe the work zone and include the location of the work, purpose of the work, start and finish dates, and the size of the excavation. Attach an additional sheet of paper if more space is needed.
- Section 2: Record the locating service information and include the locate ticket number, the date requested and who requested it.
- Section 3: Covers the pre-work checklist and includes a series of questions concerning the One-Call Center, utility locations, pot holing, and job/activity hazard analysis. This section is to be completed by the Project Superintendent. The questions are yes / no and must be initialed off before excavation operations can begin.
- Section 4: This section requires signatures that must be obtained before excavation operations can begin. The responsible engineer, foreman, and superintendent will sign this section before any operations can begin. By signing this area, each person is acknowledging that all proper operation steps have been taken. They are also acknowledging that they have reviewed the hazard analysis for operation.

Any deviation from using the Excavation/Utility Permits must be accepted prior to the commencement of the operation, in writing by the NWC-HIC Superintendent. Once the Excavation/Utility Permit have been properly completed, the following documents need to be attached to it before using distributed out to the foreman:

- A copy of the Activity Hazard Analysis.
- A copy of the Utility as-built drawing. This drawing shall show all existing utilities that remain on the project as well as any new utilities (water or temporary electric) that have been installed. Notes and highlights must be made on these drawings to indicate which runs have been installed.
- A copy of the Drainage Plan sheets for the work zone that the permit covers. Notes and highlights will be made on these drawings to indicate which drainage items (i.e. catch basins, pipe runs, etc.) have been installed.
- A copy of the Utility Plan sheets for the work zone the permit covers. Notes and highlights will be made on these drawings to indicate which utilities (water, gravity sanitary sewer, force main) have been installed.

APPENDIX X SAMPLE REASONABLE SUSPICION FORM

Employee Name:

Employee ID Number:

Date of Observation: TIME: FROM TIME: TO

Location / Activity:

1. Presence of Drugs, Drug Odor and / or Drug Paraphernalia (Specify)

2. Presence of Alcohol Odor and / or Alcohol Itself or Containers (Specify)

3. Appearance: Normal Flushed Puncture Marks / Tracks
 Disheveled Bloodshot Eyes Inappropriate Wearing of Sunglasses
 Dilated / Constricted Pupils Profuse Sweating Tremors
 Dry-Mouth Symptoms Runny Nose /Sores Other:

4. Behavior Normal Incoherent Slurred Silent
 Speech: Confused Slowed Whispering Other:

Awareness: Normal Confused Mood Swings Euphoria Lethargic
 Lack of Coordination Paranoid Disoriented Other:

5. Motor Skills Normal Swaying Falling Staggering Other:
 Balance:

Walking & Normal Swaying Arms Raised For Balance
 Turning: Stumbling Falling Reaching for Support Other:

6. Other Observed Actions or Behavior (Specify)

Witnessed By (If Available):

 Signature Title Date Time:

 Signature Title Date Time:

This Document must be presented and signed by the witnesses within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier. (49 CFR 382.307 (F)).

APPENDIX Y CCD OSHA Inspection Procedures

An OSHA Compliance Officer may show up for an inspection based on complaints, accidents, programmed inspections, referrals, or drive-by observations. The Health, Safety & Security Program Manager and/or the CCD ROCIP Safety Manager must be present during the opening conference, during the actual inspection, and during the closing conference. The Compliance Officer can be made to wait a reasonable amount of time for these individuals to make it to the office for the opening conference. Safety personnel may decide to inform other management officials of the inspection, such as the Superintendent or Project Manager. It is the policy of CCD to cooperate fully with OSHA Compliance Officers and to treat them with respect and courtesy.

Opening Conference:

1. Ask for the Compliance Officer's credentials (badge or business card). It is important to verify that the person is actually an OSHA inspector.
2. Ask the reason for the inspection - the Compliance Officer is required to tell you this. The most common reason is an employee complaint.
3. Ask the Compliance Officer which construction site they need to visit and if any other individuals need to be present (such as site-specific contractor representatives). When possible, pre-select these representatives to ensure that they understand the inspection process and how to interact with an OSHA Compliance Officer.
4. Document the Compliance Officer's name and address if you do not receive a business card. Also note the date and time arrived, the employees who will accompany the inspector, and the scope of the investigation.

Inspection:

1. Escort the Compliance Officer to the work area to be inspected. Take the shortest route possible to site. Remember that OSHA may issue a citation for any violation they observe on route to the actual inspection site.
2. Ensure that the Compliance Officer has all the required PPE to enter the site.
3. If the Compliance Officer asks to expand the scope of the inspection, it is the employer's right to ask for justification.
4. Safety and management personnel may be present if a supervisor or manager is interviewed by the Compliance Officer. However, the Compliance Officer may ask for a private interview with a front-line employee, which must be permitted. The employer may tell the employee why they are being interviewed and should tell the employee that the company appreciates their cooperation and to be truthful. Keep in mind that OSHA is very sensitive to any attempt by the employer to intimidate the hourly employee or to threaten retaliation. Employees have the right to representation during an OSHA interview upon request.
5. Document everything that happens during the inspection. If the Compliance Officer takes notes, readings, measurements or photos, the employer should do the same.
6. Do not speculate, admit fault, or volunteer information during the inspection or the closing conference.

Closing Conference:

1. Determine if there were any violations observed.
2. Do not agree to any hazard abatement recommendations from the Compliance Officer, as this could be considered an admission of guilt.
3. If the Compliance Officer states that no citations will be issued, ask for a Notice of No Violation.
4. Document the date and time the Compliance Officer leaves the site.

Following an OSHA Inspection:

1. Complete a written summary of the event, including all notes taken, photos, conversations and interviews, sample readings and measurements. Also document any violations the Compliance Officer noted, along with all subcontractors, work areas, activities and equipment inspected.
2. Citations may be mailed to the project. Inform project staff to watch the mail closely for anything from the Department of Labor or OSHA. Note that citations may be issued up to six months following an OSHA inspection.
3. Contractors have only 15 working days to request an informal hearing with the OSHA Director to contest violations, penalties and abatement periods. If a notice of contest is filed, the case will be assigned to an Administrative Law Judge who is independent of OSHA. The case will either be settled by the attorney and a company representative before a scheduled hearing, or a hearing will be held and the Administrative Law Judge may affirm, modify or eliminate any contested items of the citations or penalties.



CCD ROCIP Insurance Manual

Project No.: [Enter Project Number]

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

Project: [Enter Project Name]

Lead Contractor: [Manager]

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

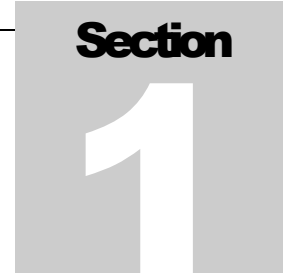
Contractor bids.....	19
Enrollment	19
Assignment of Return Premiums	20
Payroll Reports	20
Insurance Company Payroll Audit	21
Completion of Work	21
Claims Reporting.....	21
Safety Procedures.....	22
Off-Sites Locations.....	22
Change Order Procedures.....	22
Close Out and Audit Procedures.....	22

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.....	44
General Liability Loss Report.....	46
Builders Risk Loss Report.....	50

SECTION 1: INTRODUCTION

Overview

Welcome to the CITY AND COUNTY OF DENVER ROCIP PROGRAM (CCD ROCIP) for Tier 1, National Western Center Project

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 at the City and County of Denver's National Western Center site. 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.

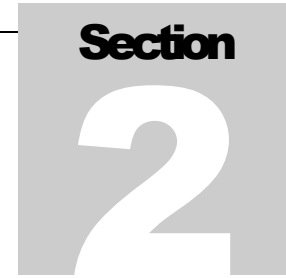
Disclaimer

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

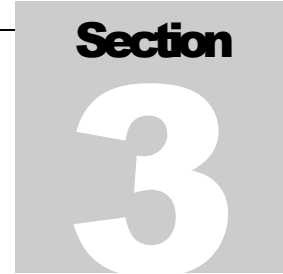
ROCIP Service Team – Arthur J. Gallagher Risk Management Services, Inc.			
CCD ROCIP Administrator.....	Clayton Pennock	314.800.2280	clayton_pennock@ajg.com
CCD ROCIP Administrator.....	Heather Lawson	314.800.2205	heather_lawson@ajg.com
Safety/Loss Control	Ed Davis	303.889.2552	ed_davis@ajg.com
Safety/Loss 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	Priscilla McCoy	303.889.2540	priscilla_mccoy@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	Keith Williams	720-913-3325	Keith.Williams@denvergov.org



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:	<p>“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.</p> <p><u>Items 1 through 4 above must be approved by the CCD ROCIP Insurer and listed on the CCD ROCIP Policy.</u></p>
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
<ul style="list-style-type: none"> ▪ "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

Note

SECTION 4: CCD ROCIP INSURANCE COVERAGE

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 RO CIP 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.

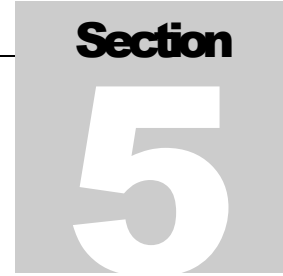
A **claims charge-back** will be assessed for the amount of any loss payable under the **Builder's Risk Policy**. The first \$5,000 of any such occurrence will be paid by Contractor. This includes all expenses or claim payments incurred by the Insurer for losses attributable to the Contractor's Work,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



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 Subcontractors.

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 e 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 and deductible endorsement on CGL, Xs Liability, WC policies 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

A separate Payroll Report 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: 1-800-987-3373

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.nwclaims@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 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 provided 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.

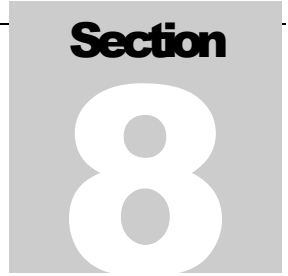
Automobile Claims

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 [Manager]

Project: [Enter Project Name]

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:

Clayton Pennock– CCD/ROCIP Administrator
Telephone Number: 800-877-8218 ext 2280 or 314-800-2280
Email: clayton_pennock@ajg.com

Or
Heather Lawson – CCD/ROCIP Administrator
Telephone Number: 800-877-8218 ext 2205 or 314-800-2205
Email: heather_lawson@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.**
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:

Clayton Pennock
314-800-2280
Clayton_Pennock@ajg.com

SECTION 8: CCD ROICIP 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.

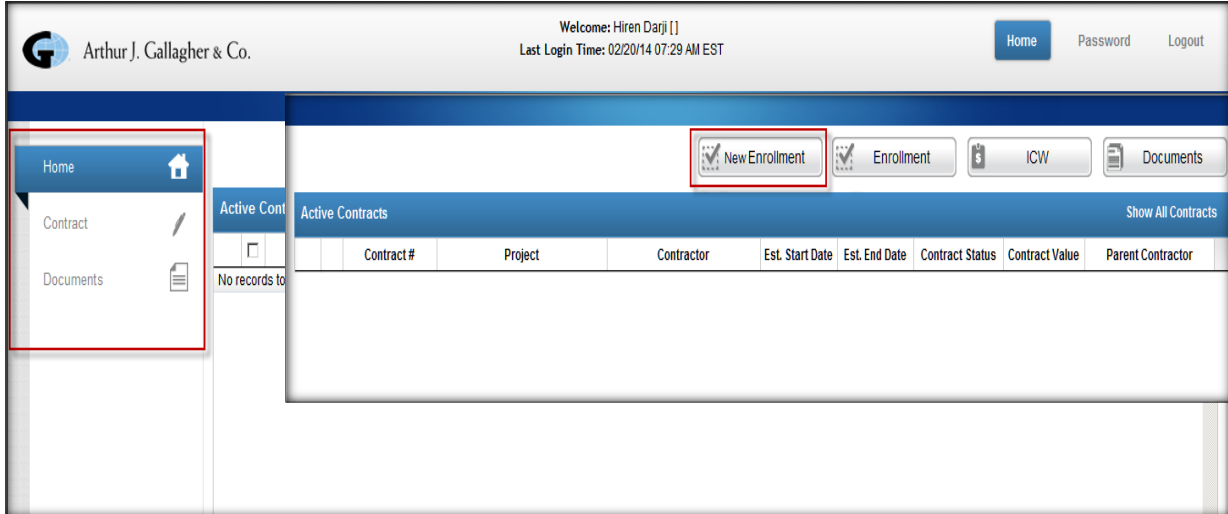
If you are already registered, proceed to step 5.

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

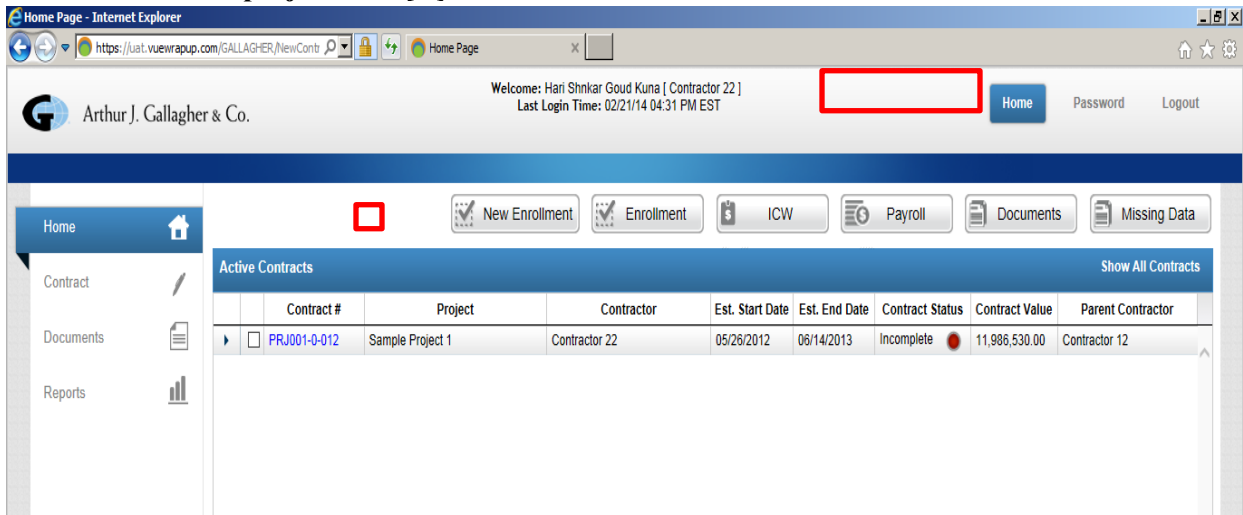
3. Fill in the form with your first name, last name, email ID (email address) and enter the User ID you would like to use. Your User ID can be any User ID you will easily remember, such as your first initial and last name (preferred), your company name, or your email address, and must be unique. Password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

SECTION 8: CCD ROCI P 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 []**



SECTION 8: CCD ROICIP ENROLLMENT PROCEDURES AND REQUIREMENTS

6. You will be brought to the Enrollment Screen.

Arthur J. Gallagher & Co. Welcome: Hiren Darji [] Last Login Time: 02/20/14 07:29 AM EST Home Password Logout

Home Enrollment

Contract

Enrollment
ICW

Documents

ICW Documents Sub Contract

Expand All Read Only Required

Contract Information

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 Address 1: Street Address 2:

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 1

Estimated Payroll is required.

State Select WC Code

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 ROICIP 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 large empty text area. At the bottom, there is a checkbox labeled "Statements in this application are true and accurate to the best of my knowledge." which is checked. Below this is a text input field for "Signature (print your name) and Date". A yellow "Submit" button is located at the bottom right of the form.

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 ROICIP ENROLLMENT PROCEDURES AND REQUIREMENTS

Documents

Contract # 109300A-004

Select Form Type

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

Select 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 ROCIP 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 application interface for adding subcontractors. The main form is titled "SUBCONTRACT - PROJECT / CONTRACT #". It contains several input fields and sections:

- Contract No:** A text input field.
- Approval Status:** A text input field.
- Expected Start Date:** A date input field with the value "08/01/2013".
- Exclude:** A checkbox.
- Business Name:** A text input field with the value "ABC Contractors Inc".
- NOA Status:** A dropdown menu.
- Contract Value:** A text input field with the value "5000000".
- FEIN:** A text input field with the value "99-9991235".
- 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"

At the bottom of the form, there is a checkbox labeled "I have reviewed the information and agree that it is correct" and a yellow "Submit" button. In the top right corner, there is a blue "DELETE" button. The left sidebar shows navigation options: Home, Contract, Enrollment, ICW, Payroll, Documents, and Reports.

- 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 with columns for 'WC Code', 'Description', 'Man Hours', 'Gross Payroll (\$)', and 'Reported Payroll (\$)'. One entry is visible for '0042 Landscapping and Gardening' with 200 Man Hours, 1000 Gross Payroll, and 1000 Reported Payroll.

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

SECTION 8: CCD ROICIP 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.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2001/08)

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:	[Abstract]
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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 – TIER 1 NATIONAL WESTERN CENTER				
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		Phone Number
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	
Do you think a claim will be made against you?		By whom?		
<input type="checkbox"/> Yes <input type="checkbox"/> No				

Date of this report

Signed



CITY AND COUNTY OF DENVER

Michael B. Hancock
Mayor

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 the Denver International Airport Risk Management Department at 303.342-2151.

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:	Enter Project Here	Stockyard Event Center
----------------------------	-----------------------------------	-------------------------------

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 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>		<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
		201 W. Colfax Ave	Denver	CO	80203
<u>Date of Loss or Accident</u>	<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>Time</u>	<u>A.M.</u> <u>P.M.</u>
<u>Location where loss or accident occurred</u>		<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
<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 U

Appropriation and Encumbrance Form



Appropriation and Encumbrance Form

Department of Transportation and Infrastructure
201 W. Colfax Avenue, Dept 506, Denver, CO 80202

Contractor: Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Companies

Project Name: Denver Central Library Renovation

Contract No.: TBD _____

Vendor 10: DENVR0000062415

Project Manager: Curt Winn/Brett Hahnenkamp


It is hereby mutually agreed that when this APPROPRIATION AND ENCUMBRANCE FORM has been signed by the contracting parties, the following described work/services shall be executed by the Contractor without changing the terms of the Contract except as herein stipulated and agreed:

The scope includes modernization of seven (7) elevators at the Denver Central Library.

The sum, as indicated above, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described scope of work to the Contract.

THE CONTRACTOR AGREES to perform all work/services required to complete the above described work in accordance with requirements for similar work/services, except as otherwise stipulated herein, for the following considerations:

Appropriation and Encumbrance amount \$3,070,080.00

Accepted for Contractor by  TODD RUFF Title VICE PRESIDENT Date 4/15/20


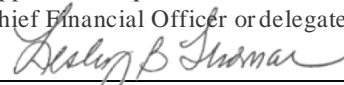
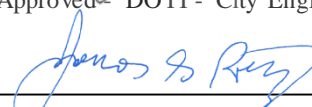


COST SUMMARY FOR CONTRACT NO.			
Original Work/Services Authorized:	\$3,070,080.00	<u></u>	5/18/2020
Previous Authorizations:	<u>\$0.00</u>	Approved - Department of Finance, Chief Financial Officer or delegate	Date
Net Prior to this Authorization:	<u>\$0.00</u>	<u></u>	5/11/2020
Authorization Amount:	\$3,070,080.00	Approved - DOTI - City Engineer	Date
Revised Authorization Amount:	<u>\$0.00</u>	<u></u>	4/29/2020
Maximum Contract Amount:	<u>\$45,000,000.00</u>	Approved - DOTI Director	Date
Contract Amount Remaining:	\$41,929,920.00	<u></u>	4/15/2020
		Approved - Using Agency (If non DOTI)	Date
		<u> CAS</u>	4/15/2020
		Approved - Project Manager	Date

Exhibit V

Workforce Plan



Workforce Development Plan

in partnership with

**Denver Construction Careers Pilot
Denver Economic Development & Opportunity**

PROJECT: Denver Central Library Renovation

**GH Phipps Construction
5995 Greenwood Plaza Blvd., Suite 100
Greenwood Village, CO 80011**

**** This document is considered proprietary and confidential ****

WORKFORCE DEVELOPMENT TEAM

Workforce Coordinator: Kate Lavicky is a Human Resource Business Partner for GH Phipps Construction Companies and specializes in recruitment, outreach and workforce development. Kate first began working with Denver Economic Development & Opportunity (DEDO) and the WORKNOW platform at our Denver Botanic Gardens project in 2019. Kate also has active experience with the WORKNOW platform at the National Western Complex with the work GH Phipps is completing at the Maintenance and Operations Facility. Her current experience with the WORKNOW platform has positioned her to be our in-house subject matter expert for GH Phipps' ongoing program implementation efforts.

Kate holds a Bachelor of Science in Business Management and Human Resources from the University of Nebraska at Lincoln and an MBA from Chadron State College. She is also certified PHR (Professional of Human Resources) and has a certificate in Construction Management from Colorado State University.

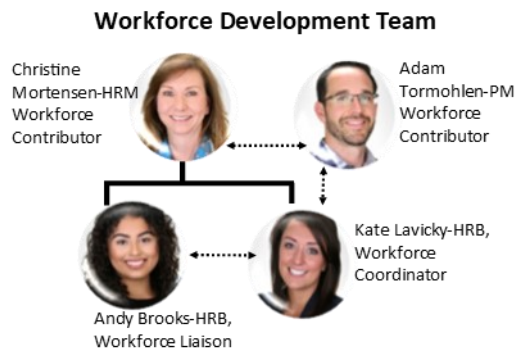
Workforce Liaison: Andy Brooks specializes in Field Workforce matters and is integral in the coordination of its apprenticeship recruiting/training efforts. Being bi-lingual, Andy is a proficient communicator with our largely ESL field staff. Her outstanding relationships with the field staff enable GH Phipps to achieve deeply important outreach initiatives with our current employees and the communities they reside in. Her ongoing efforts with our labor unions, the local JATC, and numerous job fairs supports the efforts of increasing the influx of apprenticeship workers.

Andy holds a Bachelor of Arts in Business Administration with a concentration in Human Resources.

Workforce Development Contributors:

Adam Tormohlen – As the Project Manager at the Denver Botanic Gardens, Freyer-Newman Center for Science, Mr. Tormohlen fully supported the frequent and consistent DEDO and WORKNOW outreach efforts to workers on site. Adam's ongoing support for the DEDO representatives and the WORKNOW team helped his site achieve apprenticeship goals. He will be bringing the same level of support and enthusiasm to the Central Library Project.

Christine Mortensen, HR Manager – Christine will be involved throughout the lifecycle of the project to assist and guide Kate and Andy throughout their goal achievements. She will also be a mentor to subcontractors and their internal HR/LCP/tracker staff to address questions or concerns in the implementation and reporting processes. She will additionally attend various career fairs, meetings and DEDO functions.



1. WORKFORCE COORDINATION

As our dedicated workforce coordinator, Kate's efforts will reinforce GH Phipps' commitment to ensuring Denver residents who are identified as residing in economically disadvantaged zip codes will benefit from the resources provided by the WORKNOW platform. She will fulfill her roles and responsibilities by acting as your single point-of-contact for the following:

- In-house and subcontractor workforce development requirements
- Coordinating the participation of key GH Phipps project personnel
- Coordinating the participation of key subcontractor personnel through engaging WORKNOW personnel for education and implementation strategies
- Supporting subcontractors' efforts in posting available opportunities on Connecting Colorado
- Collaborating with the WORKNOW team to extrapolate job data to be shared with their members

2. OUTREACH AND ENGAGEMENT

The following is a summary of GH Phipps' outreach and engagement approach:

- Consistent and on-going partnership with DEDO and the WORKNOW team.
- Promote effective methods utilizing WORKNOW in workforce development with our Operations staff, HR Teams and hiring partners.
- Maintain progressive alliance with our laborer's and carpenter's unions by helping to promote apprenticeship programs.
- Facilitate progressive alliance with our laborer's and carpenter's unions by attending hiring events such as WORKNOW and DPS Career Connections in partnership with the unions.
- Promote sensible management practices and policies that positively impact workforce procurement, enhancement and retention.
- Consistently promote the WORKNOW platform resources to current workforce and all new employees.
- Promote the WORKNOW platform resources to subcontractor employees working on site.
- Working hand in hand with DEDO and WORKNOW for outreach marketing and training programs based on consistent review of updated poverty, education and employment rates in the target areas
- Utilize the WORKNOW platform, which is facilitated by the Colorado Resource (CORE) Partners Alliance as a resource to connect with new talent.

Partnering with the following organizations and platforms to promote industry opportunities:

- ◇ Connecting Colorado – By posting current and on-going positions to the site, it allows a multitude of area residents to view and familiarize themselves with the open positions we have available. Working with location specific workforce centers to help fill our existing employment needs.
- ◇ Helmets to Hardhats – A member of the WORKNOW platform and career resource for veterans. GH Phipps supports this platform and our commitment to hiring veterans through encouraging our current veterans to refer fellow veterans and through our written plans for veteran employment.

- ◇ Ability Connection Colorado – GH Phipps supports this platform by attending Disability Awareness seminars through ResCare Workforce Services and incorporating our commitment into our written Affirmative Action Plans.
- ◇ GH Phipps’ company website and career page as well as social media platforms including LinkedIn, Twitter and Facebook.
- ◇ Engaging current employees living in targeted zip codes for continued outreach approaches within their communities, including the promotion of employee referrals.
- ◇ Participating in city-wide job fairs and programs that aim to promote community-based construction opportunities for youth and adults.
- ◇ Transportation and Construction Girl – Participating in sponsored events to introduce females to the construction industry.
- ◇ ACE Mentor Program: Our Pre-Construction Project Manager, Ralph Kasper, is a member of the Board of Directors. In his role, he directly supports exposure to high school students interested in construction careers such as architecture and engineering.
- ◇ DPS Career Connection program: GH Phipps has a long history with supporting the enrichment of student exposure to all career paths in the construction and engineering industries. As a part of this program, DPS students visit a GH Phipps jobsite where they participate in activities ranging from a jobsite walk with a superintendent, hands on estimating, and a virtual reality assignment. In addition, we connect the students with a union representative to discuss available apprenticeship programs and career progression path.
- ◇ AGC – Workforce Development Forum – Quarterly meetings to discuss workforce development at all levels throughout the industry.
- ◇ AGC/HBA – Careers in Construction Apprenticeship Program – Supporting the HBA Home Builders Association, grants for apprenticeship programs for students interested in trade careers.
- ◇ Colorado Home Building Academy – Supporting Construction skills bootcamp.
- ◇ Construction Industry Training Council of Colorado (CITC) – Supporting hands on education experience.
- ◇ Ongoing engagement and targeted recruiting efforts by partnering with both the Southwest Regional Council of Carpenters (Local 55) and Laborer’s International Union of North America (LIUNA).

To increase the number of apprentices and pre-apprentices, we will partner with local organizations that specialize in training opportunities and supportive services to targeted areas and backgrounds including but not limited to:

- Denver Workforce Centers (Castro, Montbello & DEN)
- ACE Mentor Program
- Denver Human Resources - TANF
- Colorado Coalition for the Homeless

- Colorado Division of Vocational Rehab
- Center for Employment Opportunities (CEO)
- Chafee Foster Care Independence Program
- Highschool Career Explore and Career Connection Programs
- Colorado Department of Labor and Employment's Veterans Program

3. TRAINING

GH Phipps is fully committed to engaging in the apprenticeship requirement plan through leveraging our long-standing relationship with both the Laborer's and Carpenter's Unions. We are engaging the unions to conduct accredited apprenticeship and site-specific training during working hours to enhance training across all trades on site. In addition, we consistently refer all potential new hires to the union training programs and educate on programs available through WORKNOW for support and available resources to facilitate their career path.

In addition, we strive to consistently introduce the incumbent workforce to the following apprenticeship programs:

- Colorado Carpenters State-wide Joint Apprenticeship Training (JATC)
- Laborer's Union Apprenticeship Program - LiUNA, Local 720
- Careers in Construction Apprenticeship Program

GH Phipps commits to strategically staffing available apprentices on the project in support of all three apprenticeship requirements. We fully commit to educating our subcontractors on the importance of and advantages for apprentices on site:

1. Overall Apprenticeship Requirement
2. Targeted Category Requirement
3. First Year Apprentice Requirement

GH Phipps commits to actively encouraging participation from subcontractors to engage in the overall apprenticeship requirements stated above by:

- Holding educational and informational meetings with subcontractors at various onboarding phases of the project.
- Requesting participation through contract documents.
- Education on the Denver Construction Careers Pilot targeted apprenticeship requirements for all subcontractors that will be joining GH Phipps on our projects. This will include a subcontractor packet and direct training of the Hiring Manager or other appropriate staff as needed.
- Partnering with DEDO staff to help educate and fully interface with project subcontractors.
- Ongoing and consistent education on the advantages of the WORKNOW platform to our subcontractors and their field staff.
- Holding informational meetings on site for all workers to attend and learn about programs.
- Mentoring on the importance and advantages of local and state apprenticeship programs.

- Driving the awareness and use of these programs to the greatest extent possible.
- Coordinated HR department efforts between GH Phipps and our Subcontractors to educate their new hires and incumbent employees on the various advantageous components of the WORKNOW platform.
- Develop bi-lingual Paystub information for our employees and subcontractors' employees regarding available resources through WORKNOW.

4. APPROACH TO SUBCONTRACTOR ACCESS

GH Phipps has over 3,500 subcontractors in our database with a high density along the front range (inclusive of numerous MWBE businesses). As the project team is assembled, it will include multiple contractors to achieve the completion of the project.

GH Phipps will provide a list of subcontractors working on site as each phase of the project develops to our DEDO Liaison and the WORKNOW representative. Through a coordinated outreach effort of the GH Phipps Workforce Development Team, DEDO and WORKNOW maximum contact with the subcontractors on site will be achieved.

5. REPORTING AND TRACKING

For the successful implementation of the Denver Careers Construction Pilot (DCCP), it is imperative that GH Phipps and subcontractors actively participate in frequent reporting and tracking metrics. These metrics will be aimed at encompassing targeted areas and populations to inform our efforts in attracting these populations.

Reporting metrics will include:

- Staffing patterns
- Compensation trends
- Occupation-specific data
- Number of hours worked from targeted categories
- Union confirmation of new apprentices and upgrades
- Utilization of pre-skill, pre-journey, journey upgrade programs
- Number of outreach events, job seeker contacts and advertisements
- Utilization of internal metrics for current employee resource allocation

This information will be reported and shared internally (GH Phipps) on a quarterly basis to ensure we are focusing our efforts and optimizing our workforce based on the Expanded Pilot Workforce Program metrics. GH Phipps commits to mentoring and educating our subcontractors on the importance and outcomes of the Expanded Pilot Workforce Program. To further our partnership with the Pilot Workforce Program, all metrics obtained from this reporting will be reviewed on a quarterly basis with the Pilot program team. To ensure the data obtained from our monthly reporting efforts is correct, GH Phipps commits to overseeing that data input and/or collected from subcontractors is verifiable and measurable. We will continue to utilize the LCP Tracker system for this process.

Workforce Development Plan

In partnership with

DEDO & Denver Construction Careers Pilot

Proposed Outreach to Targeted Categories

Project:
Denver Central Library Renovation

Anticipated Trades with Possible Apprenticeship Programs

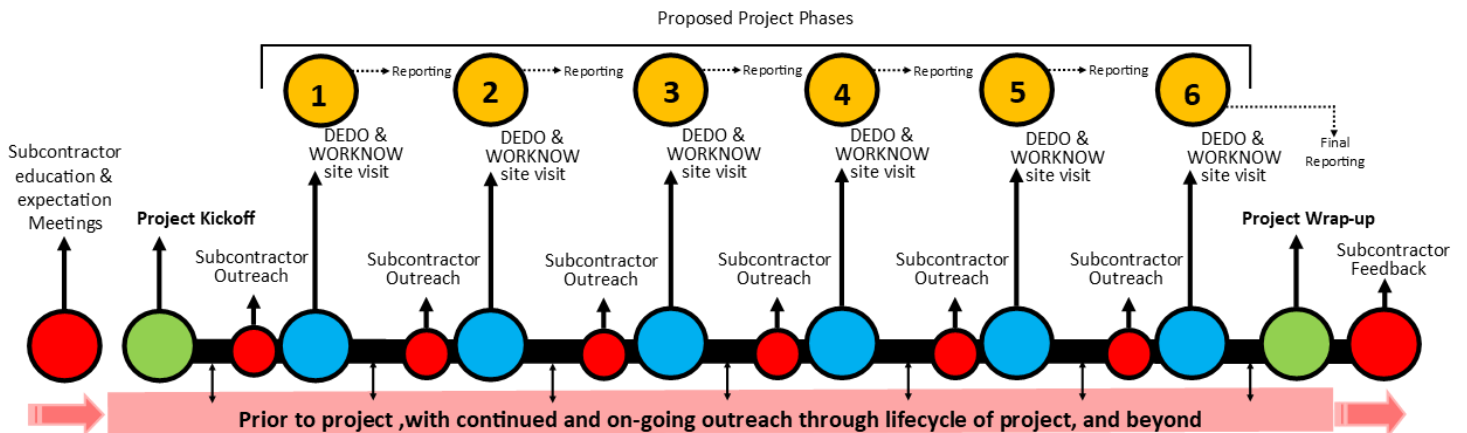
Plumbers
Electricians
Mechanical/HVAC
Framers/Drywallers
Flooring
Painters
Elevator
Concrete
Carpentry
Glazing
Pipe Fitters

Organizations	Point of Contact
Center for Workforce Initiatives (CWI) at Community College of Denver	Katrina Wert, Erika Anderson
Colorado Home Building Academy	Carla Freeman, Haleigh Armstrong
Construction Careers Now/AGC	Erika Anderson, Jim Spence
Denver Area Labor Federation (DALF)	Madison Cassels
Denver Housing Authority	Denise Salazar, Kasandra Ornelas
Ability Connection Colorado	Unavailable
Mi Casa Resource Center	Denyse Airhart
DPS CareerConnect	Brian McKinney
Center for Employment Opportunities	D'Moye Hudson-Gordon
Colorado Coalition - Homeless Vets Reintegration Program	Marcus Weaver
CDLE Veterans Program	Kathy Ford
Chafee Foster Care Independence Program	Heather Powell
Denver Human Services - TANF	Luis Gomez
Denver Opportunity Youth Initiative	Jenny Smith
Helmets to Hardhats	Bill Mulcrone
Sector Partners	James Roina

Proposed Job Fair and Outreach Events:

- Schedule Project Specific Job Fairs Quarterly, Bi-annual, or depending upon need.
- Leverage other construction and city lead job fairs.
- Participate in WORKNOW Core Partners events.

**DENVER CENTRAL LIBRARY RENOVATION
PROPOSED PROJECT LIFECYCLE - OUTREACH IMPLEMENTATION PLAN**



** This document is considered proprietary and confidential **

Voluntary Workforce Survey Form

Form to be distributed to all "new to site" workers during mandatory safety orientation.

To ensure privacy, completed forms will be collected and kept in sealed transmittal envelopes awaiting pick-up from WORKNOW staff.

Denver Public Library - Central Branch

Voluntary Workforce Survey

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 City's Workforce Development Program to support individuals working in construction. The Workforce Development Program 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."

Employee Information

Last Name: _____ Last 4 SS#: _____ Zip Code: _____

Please indicate whether you identify as one or more of the following targeted groups by checking the appropriate box.

Have you served any amount of time in any branch of the United States Armed Forces?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Prefer Not to Answer <input type="checkbox"/>
Have you received TANF benefits in the last two years?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Prefer Not to Answer <input type="checkbox"/>
Have you been formerly incarcerated because of a felony conviction?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Prefer Not to Answer <input type="checkbox"/>
Have you ever been in foster care?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Prefer Not to Answer <input type="checkbox"/>
Have you ever experienced homelessness?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Prefer Not to Answer <input type="checkbox"/>
Have you graduated from a pre-apprentice program? If yes, which one? _____	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Prefer Not to Answer <input type="checkbox"/>

The City has invested in WORKNOW to provide supportive services (tools, equipment, training) to workers in the construction industry. Would you like more information about the WORKNOW program? (If yes, please include your email and/or phone number so WORKNOW may contact you. _____)

YES NO

Acknowledgement

I certify that my answers are true and complete to the best of my knowledge.

Signature: _____ Date: _____

****Form Available in a Spanish Version****

Exhibit W

Workforce Targeted Areas

EXHIBIT W Targeted Areas

