

## CM/GC CONSTRUCTION CONTRACT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AP MOUNTAIN STATES, LLC, d/b/a ADOLFSON & PETERSON CONSTRUCTION**, a Colorado limited liability company with its principal place of business located at 797 Ventura Street, Aurora, Colorado 80011 (the “Contractor”), each a “party” and collectively the “parties.”

### RECITALS

1. The City wishes to build the National Western Center (“NWC”) Stockyard Event Center and South Stockyards.

CONTRACT CONTROL NO. 5942636  
(the “PROJECT”)

2. In furtherance of the Project, the City has contracted with **HKS, INC.** (the “Designer” or “Design Consultants” or “Consultant Team”) to perform professional architectural and engineering design services for the programming and design of the Project. The Project will be implemented by the Mayor’s Office of the National Western Center (“NWCO”).

3. Pursuant to Section 20-56 of the Denver Revised Municipal Code, the City commenced on September 19, 2018, 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 City’s Executive Director of the NWCO (“Director”) who evaluated the Proposals and recommended that a contract or contracts for performance on the Project be made and entered into with the above named Contractor.

7. Based upon that ranking, the City and the Contractor entered into a Preconstruction Services Agreement, Contract No. 201947368, dated March 12, 2019, to perform preconstruction services.

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

9. Based on this performance, the Contractor is thoroughly informed about the Project and the Project design. Contractor has submitted and the City has accepted a Guaranteed Maximum Price (the “GMP”) to construct the NWC Stockyard Event Center and South Stockyards.

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 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 construction of the NWC Stockyard Event Center (Stockyards Show Arena and Stockyards Auction Arena) and South Stockyards, comprised of the southern portion of the new stockyards/multi-use space (approximately 5 acres of the total 20 acres) and approximately 39,000 square feet of new facilities.**

**1.1.1** The Project is located at the “Project Site:” Approximately 5 acres of property located at the National Western Center.

**1.1.2** The specific details of the Project are more particularly set forth in the “Design Development Bid Package #1” prepared by the Designer and dated August 21, 2019.

**1.1.3** The Project shall be comprised of the following:

**1.1.3.1** 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 Contractor’s Proposal.

**1.1.4 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 29, 2018 and the City’s Final Selection Approval Letter dated November 13, 2018, each incorporated by reference. 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.

**1.2 Budget.** The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the “Budget”) is **EIGHT MILLION FIVE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED NINETY DOLLARS AND NO**

**CENTS (\$8,529,490.00)** and is subject to increase or decrease at the sole discretion of the Manager of Public Works. 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.

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

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

**1.3.2** In preparing and submitting the GMP Proposal, the Contractor understands, confirms and agrees that its responsibility under this CM/GC approach is to construct the Project in accordance with the Contract Documents. It is further understood and accepted that because the GMP 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.

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

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

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

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

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

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

## **1.5 Contingency.**

**1.5.1 Construction Contingency Amount.** The GMP will include a construction contingency in an amount equal to a lump sum of **ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY-THREE DOLLARS AND NO CENTS (\$174,993.00)** ("GMP Contingency") for the entire scope of the GMP Work

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

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

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

**1.7 User Agency.** The “User Agency” as used herein shall mean the City agency currently responsible for the operation and maintenance of the Project. The User Agency is the City and County of Denver Mayor’s Office of the National Western Center.

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

## **2.0 CONTRACT DOCUMENTS:**

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

This CM/GC Construction Contract

Advertisement of Notice of Invitation for Proposals (incorporated herein by reference)

Request for Proposals (RFP) (incorporated by reference)

Contractor Response to RFP (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 12, 2019 (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**)

Jaggaer No. 201952497

NWC Stockyard Event Center and South Stockyards

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**)

**Exhibit P** Reserved

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

**Exhibit R** Reserved

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

ROCIP requirements (attached as **Exhibit T**)

[NOTE: Final Exhibit List Subject to Revision]

**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 General Contract Conditions;

**2.2.3** the Basis of the GMP Work Proposal,

**2.2.4** the Technical Specifications;

**2.2.5** the Contract Drawings; and

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

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

**2.4** It is contemplated by the parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution

of this Construction Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such exhibits or attachments into this Construction Contract shall be accomplished by written directive from the Manager of Public Works or the Manager's designee. The parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Construction Contract, the greater service, better quality or greater quantity shall be included in the Work. However, nothing contained in this section shall limit the Contractor's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

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

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

**3.1 Completion Obligation.** The Contractor shall execute the Project described in the Contract Documents, except to the extent specifically indicated in the Contract Documents as the responsibility of others. The Contractor agrees to commence and undertake the performance of the Work under this Construction Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached as **Exhibit 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**.

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

**3.2.3 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 Design Consultant Agreements and the 60% Design Drawings, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints as modified by value engineering suggestions, budget adjustments and cost cutting measures suggested by the Contractor as of October 2, 2019 is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

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

**4.1** The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Contractor to complete the Project within the time and budget constraints set forth in this

Construction Contract and in a manner which satisfies the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

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

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

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

**4.5 City Delegation of Authority. Executive Director of NWCO.** The City's Executive Director of the Mayor's Office of the National Western Center ("Director") is the City's representative responsible for authorizing and approving the work performed under this Construction Contract. The Director hereby designates the Program Director as the Director's authorized representative for the purpose of issuing a written Notice to Proceed and administering, coordinating and initially approving the services performed by the Contractor under this Construction Contract. The Project Manager, who reports to the Program Director, shall be responsible for the day-to-day administration, coordination and approval of services performed by the Contractor, except for approvals that are specifically identified in this Construction Contract as requiring the Director's approval.

## **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 NWCO, 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: **455 Calendar Days.**

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

**LIQUIDATED DAMAGES**

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, SCOPE OF WORK, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of \$1,500 for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

Representative hourly rates for the City administrative costs described in General Contract Condition 602.2 shall be as follows for this Project:

Project Manager	\$69 per hour
Project Engineer	\$63 per hour
Inspector	\$49 per hour
Surveying, if necessary	\$100 per hour

Amount per Day	Substantial Completion	\$1,500.00
Amount per Day	Final Completion	\$1,500.00

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

**7.2.2** Upon receipt of the final Self-Performed Work Proposal, the Manager may, at the Manager's sole discretion, accept the proposal, reject the proposal or engage in further negotiations regarding this work. If finally accepted by the Manager, the City will issue a change order for this work and the work described in the Final Self-Performed Work Proposal will be incorporated into the GMP Scope of Work and GMP price as if fully set forth herein. In addition, the Construction Time shall be adjusted accordingly.

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

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

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

## **8.0 COMPENSATION.**

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

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

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

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

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

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

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

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

**8.1.8** Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site, whether rented from the Contractor (at rental rates approved by City and specified on **Exhibit 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**.

**8.1.9** The cost of the premiums for all bonds and Builder's Risk insurance that the Contractor is required to procure by this Construction Contract. The costs of the premiums for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's written approval shall be charged as a Cost of the Work at the stipulated fixed percentage of 1.28% of the Cost of Work, and all deductibles that are attributable to this Construction Contract, including equipment insurance deductibles.

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

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

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

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

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

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

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

**8.1.17** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site, and when stationed off-site and working on the Project in accordance with the staffing and salary schedule set forth in **Exhibit 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.3 Contractor's Fee.** The "Contractor's Fee" (the "Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of **TWO HUNDRED THIRTY THOUSAND FIVE HUNDRED SIXTY-SEVEN DOLLARS AND NO CENTS (\$230,567.00)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

**8.4 Guaranteed Maximum Price.**

**8.4.1 Guaranteed Maximum Price.** The 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.

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

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

**8.6 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 **EIGHT MILLION FIVE HUNDRED TWENTY-NINE THOUSAND**

**FOUR HUNDRED NINETY DOLLARS AND NO CENTS (\$8,529,490.00).** 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.

## **9.0 DISPUTE RESOLUTION:**

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

## **10.0 ADDITIONAL PROVISIONS:**

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

**10.2 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 and work order to determine if any additional coverage at the task/work order 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 order. 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 Work Order 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/work order. Any coverage that Contractor or its subcontractors are required to purchase and any additional insurance required on a task/work order basis shall comply with the following requirements:

**10.2.1 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.

**10.2.2 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.

**10.2.3 Additional Insureds.** For Commercial General Liability, Auto and Additional Coverage at Work Order 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.

**10.2.4 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.

**10.2.5 Additional Provisions.**

**10.2.5.1** For Commercial General Liability, the policies must provide the following:

**10.2.5.1.1** That this Agreement is an Insured Contract under the policy;

**10.2.5.1.2** Defense costs are outside the limits of liability;

**10.2.5.1.3** A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

**10.2.5.1.4** A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

**10.2.5.2** For claims-made coverage:

**10.2.5.2.1** 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.

**10.2.6** 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.

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

**10.4** **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.), 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 seventeen percent (17%) 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.

**10.5** **Compliance with Wage Rate Requirements and Payment of City Minimum Wage.** In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, DRMC, including but not limited to all Construction Contract anniversary date wage rate adjustments, and any determinations made by the City pursuant thereto. In accordance with Section 20-76(b), DRMC, the prevailing wage rate schedule applicable to this Construction Contract shall be the most current schedule available at the time the Contractor executes this Construction Contract and such schedule is attached hereto and incorporated herein as **Exhibit F**. For purposes of establishing a date for prevailing wage rate anniversary adjustments the contract date should be the date of the attached wage rate schedule (**Exhibit F**). **Payment Of City Minimum Wage:** Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C.

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

**10.6 Workforce.** The City values increasing the awareness, outreach, training, and employment opportunities of people in economically-disadvantaged areas and populations, and addressing shortages in qualified construction workers. In support of this, the Contractor shall include the following workforce development-related activities for this Project:

**10.6.1** Identify to the City a designated point-of-contact for workforce development activities.

**10.6.2** Post new positions online with Connecting Colorado at [www.connectingcolorado.com](http://www.connectingcolorado.com).

**10.6.3** Participate in WORKNOW and/or City-led outreach and recruitment events, as requested by the City.

**10.6.4** Utilize WORKNOW ([www.work-now.org](http://www.work-now.org)) and City employment support services to help build easy on-ramps to Project, including training and support services.

**10.6.5** Provide fiscal-quarterly reports on the number of outreach and recruitment events held or attended during the previous fiscal quarter, including, without limitation, information regarding where such event(s) were held, who sponsored the event(s), and the number of people hired at and/or as a result of participating in the event(s).

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

**10.8 Appropriation.** Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract, **EIGHT MILLION FIVE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED NINETY DOLLARS AND NO CENTS (\$8,529,490.00)** have been appropriated for this Construction Contract. The Manager of Public Works, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor.

**10.9** The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or

other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Manager of Public Works that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Agreement, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

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

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

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

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

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

**10.15 Proprietary or Confidential Information.**

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

**10.14.2 Contractor Information:** The parties understand that all the material provided or produced under this Construction Contract may be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure,

the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

**10.18 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:

AP Mountain States, LLC, d/b/a Adolfson & Peterson Construction  
797 Ventura Street  
Aurora, Colorado 80011

If to the City

Executive Director of the Mayor's Office of the National Western Center  
201 West Colfax, Department 205  
Denver, Colorado 80202

With a copy to:

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

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

for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

**10.23 Integration and Amendments.** This Construction Contract, and all incorporated exhibits and references, is the complete integration of all understandings between the parties as to the subject matter of the Construction Contract. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied and incorporated in the Construction Contract in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Construction Contract approved by the parties and signed by the signatories to the original Construction Contract. No oral representation by any officer or employee of the City at variance with the terms of the Construction Contract, and all incorporated exhibits and references, or any written amendment to the Construction Contract will have any force or effect or bind the City. This Construction Contract is, and any amendments thereto will be, binding upon the parties and their respective successors and assigns.

**[ELECTRONIC SIGNATURES FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**  
Construction

PWADM-201952497 - 00  
AP Mountain States, LLC, d/b/a Adolfson & Peterson

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:

\_\_\_\_\_

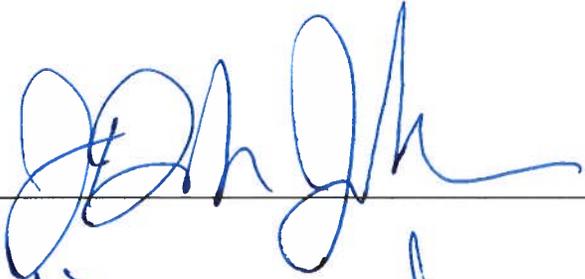
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**  
Construction

PWADM-201952497 - 00  
AP Mountain States, LLC, d/b/a Adolfson & Peterson

By: 

Name: DOUGLAS JOHNSON  
(please print)

Title: VICE PRESIDENT  
(please print)

ATTEST: [if required]

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

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

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

**Exhibit A  
General Contract Conditions  
2011 Edition**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

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EXHIBIT B  
SPECIAL CONTRACT CONDITIONS

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**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 2016 Edition).

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

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

*Building Code of the City and County of Denver*

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

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

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

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

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

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

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

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

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

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

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Executive Director hereby designates the City Contract Manager 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 Contract Manager the authority necessary to undertake those responsibilities under this Contract. The Executive Director designates Stephanie C. Reed as the City Contract Manager. The Executive Director may designate a new City Contract Manager at any time by providing written notice to the Contractor.

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

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

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

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

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

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

## **SC-5 CONTRACT DOCUMENTS**

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

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

**SC-6 CONTRACT TIME**

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

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

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

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

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

**SC-8 SUBCONTRACTOR**

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

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

**SC-9 WORK**

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

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

**SC-10 WORKING HOURS AND SCHEDULE**

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

1. Work shall normally not be done on Saturdays, Sundays, City observed holidays, or outside of the daytime working hours which may be specified in the Special Conditions, except for such work as may be necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would be endangered or when hazard to life or property would result The

Contractor shall comply with Denver's noise control ordinance during all working hours.

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

#### **SC-11 SUBCONTRACTOR ACCEPTANCE**

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

1. Except as provided in the City's Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), or Minority and Women Business Enterprise (M/WBE) contracting requirements, the City recognizes that prior to bidding, the

bidder may not have been able to negotiate for all portions of the Work which the bidder proposes to subcontract. The City will, therefore, permit the successful bidder to propose additional Subcontractor(s) at any time during the Contract period provided, however, that any limitation on subcontracting has not been exceeded, and that all such SBE, DBE, or M/WBE requirements are adhered to, including, if applicable, the Contractor's SBE or M/WBE 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-12 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>Name</u>	<u>Telephone</u>
-------------	------------------

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-13 SCHEDULE OF VALUES FOR LUMP SUM SUBCONTRACTS**

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

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

**SC-14 APPLICATIONS FOR PAYMENT**

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

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

property insurance covering such materials or equipment; evidence, as to material and equipment stored off the Project site, that the same have been properly labeled as the City's property and segregated from the vendor's other inventory; and, if required by the City, contracts and financing statements sufficient to create a security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.

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

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

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

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

**SC-16 ADJUSTMENT OF CONTRACT AMOUNT**

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

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

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

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

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

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

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

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

(1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be

limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.

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

E. Mark Up For Overhead And Profit.

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

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

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

## SC-17 SURETY BONDS

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

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

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

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

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

notify the Project Manager and confirm such notification with formal correspondence no later than 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-19 AUTHORITY OF INSPECTORS**

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

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

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

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

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

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

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

**SC-21 SUBCONTRACTS**

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

**SC-22 RESERVED**

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

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

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

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

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

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

**SC-26 DEBARRED SUBCONTRACTORS PROHIBITED**

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

**SC-27 ATTORNEY’S FEES**

Colorado Revised 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-28 INSURANCE**

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

**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 \_\_\_\_**. 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 and work order to determine if any additional coverage at the task/work order 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 order. 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 Work Order 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/work order. Any coverage that Contractor or its subcontractors are required to purchase and any additional insurance required on a task/work order basis shall comply with the following requirements:

**A. 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.

**B. 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 H**, 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.

**C. Additional Insureds.** For Commercial General Liability, Auto and Additional Coverage at Work Order 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.

**D. 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.

**E. Additional Provisions.**

- i. For Commercial General Liability, the policies must provide the following:
  - a. That this Agreement is an Insured Contract under the policy;
  - b. Defense costs are outside the limits of liability;
  - c. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - d. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- ii. For claims-made coverage:
  - a. 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.
- iii. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**EXHIBIT C**  
**CITY AND COUNTY OF DENVER**  
**DIVISION OF SMALL BUSINESS OPPORTUNITY**  
**CONSTRUCTION CONTRACT COMPLIANCE PLAN**  
**FOR M/WBE PARTICIPATION**

AP MOUNTAIN STATES D/B/A  
**ADOLFSON & PETERSON CONSTRUCTION**  
[SOUTH STOCKYARDS AND STOCKYARDS  
EVENT CENTER]  
[AP Job #7642]

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**CITY AND COUNTY OF DENVER**  
**DIVISION OF SMALL BUSINESS OPPORTUNITY**  
**CONSTRUCTION CONTRACT COMPLIANCE PLAN**  
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AP MOUNTAIN STATES, LLC D/B/A  
ADOLFSON & PETERSON CONSTRUCTION  
[SOUTH STOCKYARDS AND STOCKYARDS  
EVENT CENTER] [AP Job #7642]

**SECTION 1: INTRODUCTION**

- A. [AP Mountain States, LLC d.b.a. Adolfson & Peterson Construction] (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Public Works, in accordance with §§ 28-51 to 28-90, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-90, D.R.M.C., the M/WBE participation goal for this contract is [**17% for construction**]. The good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds [17]% of the total construction price under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is [CM/GC].

- G. The Contractor [will] deliver the construction work in phases. [If the work will be delivered in phases, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to such phases.]

## **SECTION 2: KEY PERSONNEL**

[Tom Bailey], [303-944-1690], [tbailey@a-p.com], has been assigned as the [Senior Project Manager] for this Contract. The [Senior Project Manager] is responsible for the overall management of the Contractor’s performance of the Project.

*[Identify the other key staff who will be responsible for carrying out the Compliance Plan, and for contract administration for subcontractors and suppliers, etc. The following are examples, to be tailored to the Contractor’s situation:]*

[Brian Yahn], [303-434-1979], [byahn@a-p.com], is the [Senior Superintendent], who reports to the [Senior Project Manager] and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.

[Tom Bailey], [303-944-1690], [tbailey@a-p.com], who is the [Senior Project Manager] who along with a Project Engineer to be named later will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. [Tom Bailey] will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

[Jason White], [720-607-1345], [jwhite@a-p.com], is the [Pre-construction Manager], who will have the primary responsibility for subcontractor solicitation, subcontractor outreach, review of subcontractor bids and will assemble the intermediate and final estimates. In addition, Jason will have the primary responsibility for distribution of subcontractor pre-qualification information and for gathering and reviewing the completed forms.

## **SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION**

- A. The Contractor has identified preliminarily the following separate packages of work to be subcontracted:

*[Display the information in chart form. Examples are provided below for your use.  
Customize the form so that it provides the information specific to your project.  
The total at bottom needs to be the contract total.  
Showing subtotals along the way for completely different types of work is acceptable.  
Force accounts and contingency fees may be deducted from the total goals are met upon.  
The overall committed contract goal is the percentage stated on page 1.]*

## GOALS SCHEDULE CHART

Goals Schedule Chart					
		Value Total Contract Scope		Estimated Potential MWBE Participation	
Workscope	Tier	Total Contract \$	Total Contract %	\$ of Listed Scope	% of Construction Services
Concrete - Flatwork		\$ 1,063,548.00	8.58%	\$ 1,063,548.00	100%
Steel/Structure		\$ 774,703.00	6.25%		0%
Masonry		\$ 175,000.00	1.41%		0%
Precast		\$ 45,000.00	0.36%		0%
Millwork		\$ 136,000.00	1.10%		0%
Insulation		\$ 63,500.00	0.51%	\$ 63,500.00	100%
Metal Roofing		\$ 260,000.00	2.10%		0%
Membrane Roofing		\$ 788,706.00	6.36%		0%
Waterproofing		\$ 50,000.00	0.40%	\$ 50,000.00	100%
Joint Sealants		\$ 37,200.00	0.30%	\$ 37,200.00	100%
Doors and Frames		\$ 74,070.00	0.60%		0%
Doors and Frames - Installation		\$ 7,440.00	0.06%	\$ 7,440.00	100%
Aluminum Storefront and Glazing		\$ 424,327.00	3.42%		0%
Framing/Drywall/ Plaster		\$ 629,506.00	5.08%	\$ 629,506.00	100%
Ceilings/Acoustic Panels		\$ 103,423.00	0.83%	\$ 51,711.00	50%
Flooring		\$ 75,288.00	0.61%		0%
Painting		\$ 73,403.00	0.59%	\$ 73,403.00	100%
Specialties		\$ 112,000.00	0.90%		0%
Signage		\$ 5,700.00	0.05%	\$ 5,700.00	100%
Equipment		\$ 50,000.00	0.40%		0%
Window Shades		\$ 12,000.00	0.10%		0%
Countertops		\$ 17,500.00	0.14%		0%
Stadium Seating		\$ 850,000.00	6.85%		0%
Metal Building Systems		\$ 1,500,000.00	12.10%		0%
Elevators		\$ 82,000.00	0.66%		0%
Plumbing		\$ 720,000.00	5.81%	\$ 266,400.00	37%
HVAC		\$ 1,396,081.00	11.26%		0%
Electrical		\$ 940,503.00	7.58%		0%
Earthwork		\$ 1,347,604.00	10.87%	\$ 147,604.00	11%
Exterior Improvements		\$ 564,000.00	4.55%	\$ 100,000.00	18%
		\$12,378,502.00	84%	\$ 2,496,012.00	21%

B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

C. The Contractor has the following preliminary schedule for issuance of each bid package:

Package 1-Civil, site utilities, drilled piers, shallow foundations & pre-engineered metal building to be issued for bid on {xx/xx/xx}, approximately beginning of 4<sup>th</sup> quarter of 2019.

Package 2-Balance of project to be issued around {xx/xx/xx}, approximately beginning of 1<sup>st</sup> quarter of 2020.]

The above will be finalized by the client team upon consultation with the City's design partners & the plan reviewers that can release permits for each package.

D. *[Identify any specific issues or potential issues with the contract's scope of work and how the Contractor will address them – specialized work items, etc.:* There are several very specialized scopes within this project that may have limited M/WBE resources available to perform this work. These could include the following:

[A pre-engineered metal building used for the structure & envelope will have a significant cost weight of the overall project & will likely not have an available pool of M/WBE bidders to support it achieving the project goals. We might investigate 2<sup>nd</sup> tier opportunities with erecting it or supporting that erecting effort or with incidental labor that supports the construction of that component.]

This project will be solicited in a single bid package for each component of the work within the two [or more] phases as requested by the City. The subcontractors will be encouraged to bid on all CSI Sections of work which they typically perform. Upon submission of a proposal for a bid package within each of the two phases of work, AP will review that the bid is the best combination of cost, scope and M/WBE participation.

At the conclusion of the bid period and once all proposals are reviewed and tabulated, AP will submit a participation schedule to the DSBO office for review and approval prior to issuing any contracts.

We propose that the Construction Packages will be broken down into the work categories identified in the attached Goals Schedule Chart Attachment A. This list also includes the scopes of work where AP believes it may be possible to award portions of the project to M/WBE firms.

We will put forth our best faith effort to achieve the project goals of [17%] through the 1<sup>st</sup> tier subcontractors and by 2<sup>nd</sup> tier subcontractors and/or vendors working through them. We will work closely to solicit and buy out all the subs in a way to match up the 2<sup>nd</sup> tier

subcontractors with the 1<sup>st</sup> tier subcontractors where possible in the most economical way to achieve the goals. These dollar amounts will be identified through the use of signed Contracts. It is AP's policy to use Subcontract Agreement forms rather than Letters of Intent. Subcontracts will be issued to subcontractors after a pre-award meeting with the subcontractor and Adolfson & Peterson Construction's superintendent, Senior Project Manager and Pre-construction Manager with the proposed successful subcontractors.

Adolfson & Peterson Construction has a comprehensive pre-qualification process that includes standard company information as well as references for similar projects, current workload on hand and current financial stability. Both Jason White and our Regional Controller, Christine Heath, are listed as contacts on the pre-qualification form as references for any questions pertaining to the form and the information requested. See attached pre-qualification form as Attachment B.

- E. *[State whether the Contractor will prequalify any subcontractors. If prequalification will be used, identify all subcontracts for which the Contractor will prequalify subcontractors, and explain the prequalification process that will be used. All subcontractors on the project will be pre-qualified prior to issuance of a subcontract to the firm. All reasonable attempts will be made to solicit pre-qualification forms from interested bidders prior to these firms submitting bids, but AP will accept bids from firms that have not been pre-qualified and request that the sample attached pre-qualification form be filled out immediately upon receipt of their bids prior to using information from the bids in assembling the CMGC's GMP estimate.]*
  
- F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of [17%] M/WBE participation in the total construction work amount.
  
- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform:
  - Surveying
  - Concrete Forming Walls
  - Concrete Flatwork Slabs
  - Rough Carpentry
  - Doors, Frames, Hardware
  - Erosion and Sedimentation Controls

**SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:**

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.

- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will publish notices in The Daily Journal and other local publications and websites, identifying the subcontracting opportunities and specifically soliciting City-certified M/WBE participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to:

The Rocky Mountain Minority Supplier Development Council,  
The Hispanic Contractors of Colorado,  
The Colorado Women's Chamber of Commerce.  
Denver Urban Spectrum  
The Daily Journal

Notices will be published or provided no less than 10 calendar days before bids are due on the work.

- D. Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.
- E. [Identify any additional efforts or initiatives the Contractor will carry out.:

We will provide adequate notice and opportunity to potential M/WBE firms to bid all portions of the project for which they typically perform on those portions of work which they are pre-qualified to bid.

We will achieve the community outreach through the following methods:

- 1) Utilizing the City and County of Denver's M/WBE directory to identify certified M/WBE firms that may contribute to the participation goal.
- 2) Identifying opportunities for second tier M/WBE opportunities to bid to first tier subcontractors
- 3) Allowing all scopes of work to be bid to permit maximum M/WBE participation. Contacting M/WBE firms through published notices, phone, fax and/or email and through notification on iSQFT.
- 4) Targeting specific M/WBE firms with specific scopes for work and directly soliciting their bids
- 5) Provide technical assistance with the contract documents, plans and specifications as well as any documents distributed for free through on-line subcontractor solicitation – iSqFt and Adolphson & Peterson Construction's internal Bid Docs site available on our website.
- 6) Assist M/WBE subcontractors and vendors with our prequalification process

- 7) Promoting suitable contractual arrangements that offer special opportunities for M/WBE firms to participate
- 8) Requiring that non-M/WBE firms solicit bids from M/WBE suppliers, vendors and second tier subs
- 9) Attend minority trade association meetings that are scheduled between now and when bids are going to be solicited. These could include any of the following if the time of their meetings permits the opportunity:
  - a. Hispanic Contractors of Colorado – Next meeting is TBD
  - b. Rocky Mountain Minority Contractors Association – Next meeting is TBD
  - c. Other organizations as recommended by DSBO’s representatives.
- 10) Assist first tier non M/WBE subcontractors get in contact with appropriate second tier M/WBE firms. We intend to make available the list of solicited M/WBE firms to all subcontractors and vendors upon request.

- F. [Describe the bid/proposal process that will be used: Adolfson & Peterson Construction has outlined the bid/proposal process that will be utilized under Section 3, Article C & D, Section 4, Article C, D & E and under the description of our Pre-construction Manager’s role in Section 2.]
- G. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

**SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS**

- A. When issuing each work package for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.
- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment. When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each bid package. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section 6 below. {AP will issue Subcontracts rather than Letters of Intent.}
- D. The Contractor will document its efforts to obtain M/WBE participation for each work package, and submit such documentation to DSBO upon request by DSBO at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages, but fall short of meeting the participation goal for the total construction contract amount. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain

M/WBE participation for each bid package under the contract, except for bid packages which are subject to a “modified good faith effort” under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.

- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the project, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract..
- G. The Contractor will comply with the provisions of § 28-75 as to the replacement of a WBE or MBE on the Project.
- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of MBE and WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

## **SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING**

- A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.
  - 1. Prime contractor background information form\*
  - 2. DSBO Schedule of Work form\*
  - 3. Subcontractor background information form for all subcontractors\*
  - 4. M/WBE Letters of Intent {AP does not use Letters of Intent; actual Subcontracts will be issued.}
  - 5. Monthly contractor’s certification of payment forms (participation report)
  - 6. DSBO change order forms
  - 7. M/WBE final lien release forms
  - 8. B2G online payment verification

(\*due at NTP + 5 days; revisions as required)

- B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported monthly to DSBO, or as otherwise required, including:
1. Dates of solicitation
  2. Names, addresses and telephone numbers of all M/WBE firms contacted.
  3. Description of efforts made to contact M/WBE firms.
  4. Description of information provided to M/WBE firms.
  5. Description of the process and outcome.
  6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
  7. Schedules of pre-bid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
  8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
  9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.
- C. The participation will be accounted for as follows:
1. M/WBE acting as a subcontractor at any tier level by count for 100% of the work they perform including the supplies used in the performance of that work
  2. M/WBE joint venture partnerships at any tier level will be evaluated on a case-by-case basis and DSBO will determine that dollar amount participation that can be counted toward the overall M/WBE project goal of [ 17%]
  3. M/WBE suppliers at any tier will count 60% of the total amount of the costs of the supply as this project is over the \$5,000,000 threshold
  4. M/WBE firms certified as Manufacturer's Representatives and Brokers at any tier level may only count for the commissions or fees earned for providing a product or material and cannot count any of the cost of the product they provide
  5. M/WBE trucking firms can be utilized as both subcontractors and brokers of material / aggregate if they are certified with DSBO in that manner

## **SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT**

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved.

- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract:
1. October, 2019 – confirmation of all M/WBE subs that are to be used for the Phase I work that commences in early November, 2019.
  2. February, 2020 - confirmation of all M/WBE subs that are to be used for the Phase II work that commences in early March, 2020.
  3. July, 2020 - Perform an annual update and reconciliation of all figures including any Prime Contract Change Order adjustments to the City & County of Denver contract with Adolfson & Peterson Construction and any subcontract Change Orders that have been issued to any of the M/WBE firms.
  4. April, 2021 - Make a final reconciliation of all figures including any Prime Contract Change Order adjustments to the City & County of Denver contract with Adolfson & Peterson Construction and any subcontract Change Orders that have been issued to any of the M/WBE firms.
- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.
- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent {AP will issue Subcontracts rather than Letters of Intent.}; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each MBE or WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

## **SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN**

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.
- B. If the Director has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Ordinance, the Director shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract..
- C. The Contractor shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
  - (1) If the Contractor does not respond within the time allowed; or
  - (2) If the Contractor fails to submit a satisfactory remediation plan; or
  - (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.
- E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C.

## **SECTION 9: MEDIATION**

The Contractor will provide a process to resolve disputes that occur between a MBE or WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document such disputes and inform DSBO of the steps the Contractor plans to take to resolve the dispute. The Contractor may ask DSBO to assist in the resolution process it has developed. The Contractor will document and notify DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify the Contractor of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

Adolfson & Peterson Construction will endeavor to resolve each dispute as it arises on a case by case basis, subject to contract requirements. All disputes will be documented and reported to the DSBO and shall include a resolution plan. If necessary, Adolfson & Peterson Construction will

request assistance with the resolution process from the DSBO. Adolfson & Peterson Construction contract requires all disputes to first be addressed directly through Adolfson & Peterson Construction. We will notify the DSBO of the dispute immediately. Once resolved, the appropriate documentation will be issued to the DSBO. If the dispute is unresolved, the DSBO will be notified as such. DSBO will notify Adolfson & Peterson Construction if it learns of any disputes on the project.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 21st day of January 2019.

Contractor: AP Mountain States, LLC d.b.a. Adolfson & Peterson Construction

A handwritten signature in black ink that reads "Tom C. Bailey". The signature is written in a cursive style with a large, stylized initial "T".

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By: Tom C. Bailey, P.E., LEED AP  
Its: Senior Project Manager

## ATTACHMENT 1

### EXCERPTS FROM DENVER REVISED MUNICIPAL CODE *Sections 28-62(b) and 28-75(c), D.R.M.C*

#### **Sec. 28-62. Same--Good faith efforts.**

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

- (1) If prebid or preselection meetings are scheduled by the city at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
- (2) The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- (4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.

- (5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (6) For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- (7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- (8) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (9) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (10) The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

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**Sec. 28-75. Potential violations during contract performance.**

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker or in the event that a new scope of work is added to the ongoing contract, and the contractor or consultant in such event is in non-compliance with maintenance of the original project goal upon which the contract was awarded, due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor or consultant to show good faith efforts as to any one (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

- (1) Verification in writing to the DSBO of the contractor's or consultant's intention to terminate or replace an MBE or WBE originally identified for participation in the bid, proposal or competitive selection process proposal upon which the contract was awarded. The reason for the termination or replacement must be stated and the type of work or services must be identified.
- (2) Verification that the contractor or consultant used the most current MBE and WBE directory from the DSBO in order to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith effort.
- (3) Verification of efforts to contact appropriate MBEs and WBEs within the same identified subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker area must be documented. Facsimile transmission, e-mail and telephone communication will be acceptable. The director may verify such contacts as he deems appropriate.
- (4) Documentation of the modified good faith efforts must be submitted to the DSBO prior to the payment to the contractor or consultant of the next progress or other partial payment or fund release under the contract.

**EXHIBIT D**  
**PRECONSTRUCTION SERVICES AGREEMENT**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **AP MOUNTAIN SERVICES, LLC**, a Colorado limited liability company, whose address is 797 Ventura Street, Aurora, Colorado 80011 (the "Contractor"), jointly "the parties."

**RECITALS**

1. The National Western Center Stockyard Event Center project consists of providing Design Phase and Construction Phase Services (CM/GC) for the Stockyards and Events Center located at the National Western Stock Show Center.

2. In order to complete the Project in a timely, efficient and cost effective manner, the City desires to engage a highly qualified and experienced contractor to expeditiously perform preconstruction services including and without limitation, scheduling, cost estimating, constructability review, value engineering, construction packaging and sequencing, subcontractor canvassing and all other preconstruction services necessary to complete a satisfactory final design and construction pricing for the Project.

3. In addition to performing preconstruction services, the Contractor will deliver to the City a Guaranteed Maximum Price proposal ("GMP Proposal") and fixed Project completion schedule proposal (the "Performance Period" or "Schedule") by which the Contractor will agree to perform all of the construction services and other work required to complete the Project for a guaranteed maximum price.

4. In accordance with the requirements of 20-56 of the Denver Revised Municipal Code (the "DRMC"), the City advertised a Request for Qualifications ("RFQ") and a Request for Proposal ("RFP") (Attached as **Exhibit A**) seeking highly qualified contractors to provide preconstruction and construction services for the Project.

5. The Contractor was selected as the first ranked proposer to perform such services for the City based on Contractor's Proposal dated October 12, 2018, and attached hereto as **Exhibit B**.

6. The City and Contractor now wish to enter into this Agreement to provide preconstruction services. The City may, in its sole discretion, elect to enter into a CM/GC Construction Contract with Contractor at a later date.

7. The Contractor represents that it has the present capacity and is experienced and qualified to perform the required professional and related services as provided for in this Agreement.

8. The Contractor will perform all such services as an independent contractor.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, the parties agree as follows:

**1.0 PROJECT AND BUDGET.**

**1.1 The Project.**

**1.1.1** The "Project" includes the construction of a Stockyard Event Facility.

**1.1.2** The "Project Site", "Site" and "Limits of Construction for the Project" are:

Approximately 5 Acres located at the National Western Center (Attached as **Exhibit H**)

**1.2 Project Format.** The terms, conditions and obligations for the Contractor's performance on this Project are contained herein or in documents referenced herein or attached hereto and shall be

collectively referred to as the "Agreement." In the performance of this Agreement, the Contractor acknowledges and accepts that time is critical for Project delivery. The City has elected to utilize a Construction Manager/Contractor ("CM/GC") Project delivery method. 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 cost, schedule and sequencing of construction may not yet have fully been defined; (2) that portions of the Project could have their design completed as separate packages and under construction before other portions of the Project are fully designed; and (3) that the Contractor's continuing performance on this Project is contingent upon the Contractor formulating, as the Project design progresses, and submitting an acceptable GMP (or multiple GMP packages) and Performance Period proposal (the "GMP Proposal") for the complete construction of the Project.

**1.3 Budget.** The Contractor acknowledges that there are limited funds available to design and construct the Project. The City's construction budget for this Project is: **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00)** (the "Project Budget") and is subject to increase or decrease at the sole discretion of the Executive Director of the National Western Center Office ("NWCO"), prior to establishing a GMP for the Construction Services Phase of the Project.

## **2.0 ENGAGEMENT AND COORDINATION.**

**2.1 Engagement.** The City engages the Contractor with respect to the furnishing of preconstruction services in connection with the design and construction of the Project and the Contractor accepts such engagement upon, subject to and in accordance with the terms, conditions and provisions of this Agreement.

**2.2 Executive Director of NWCO.** The City's Executive Director of the Mayor's Office of the National Western Center ("Director") is the City's representative responsible for authorizing and approving the work performed under this Agreement. The Director in her sole discretion may designate one or more representatives to act as Project Manager, to issue written Notice to Proceed and to administer, coordinate and approve the work performed by the Design Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, except for approvals which are specifically identified in this Agreement as requiring the Director's approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Design Consultant.

**2.3 Relationship.** The Contractor accepts the relationship of trust and confidence established between the Contractor and the City by this Agreement and shall furnish its best skill and judgment and cooperate with the Executive Director and the designees, including the City Engineer and the Project Manager, representatives of the Mayor's Office, User Agency and the other City consultants and contractors in furthering the interests of the City throughout the duration of this Agreement.

**2.4 Design Consultant.** The City has a separate agreement with the Design Consultant Team to design the Project and to provide limited design support during the construction. Both the Contractor and the Design Consultants shall be given direction by the City, or the City's designated and authorized representatives. The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, both participating on the same team with the City.

**2.5 Construction Team.** The Contractor, the City and the Design Consultant Team (the "Construction Team") shall cooperate and coordinate to complete the design and provide preconstruction

services. The Contractor shall provide leadership to the Construction Team on matters relating to construction.

## **2.6 Coordination and Cooperation.**

**2.6.1** The Contractor agrees to cooperate and coordinate fully with the City and the Designer in the design aspects of the Project to keep within the City monetary and time limitations.

**2.6.2** With the exception of those notices that must be directed to the Manager, all written communication by the Contractor to or with the City shall be forwarded through the Project Manager. In addition, all communication from the City to or with the Contractor shall be forwarded through the Project Manager. All written communication between the Contractor and the Design Consultant, other City representatives, the User Agency, City consultants or any governmental entity or third party will require that copies or notice thereof will be provided by the Contractor to the Project Manager.

**2.6.3** The Contractor shall, as a continuing work item under this Agreement, facilitate communications regarding its performance hereunder between the NWCO, the Project Manager, the User Agency, other City consultants and any affiliated entities. In addition, the Contractor shall conduct and coordinate its efforts under this Agreement with all involved entities including the NWCO, the User Agency, other City representatives, other involved City agencies and any involved government and regulatory entities. The Contractor shall document all Contractor conducted meetings and work sessions and distribute minutes or notes of such meetings to the Project Manager, in a format approved by the Project Manager.

**3.0 REPRESENTATIONS:** The Contractor represents and covenants to the City that:

**3.1** The Contractor's members shall include adequate personnel qualified and experienced in the construction of facilities similar to the Project in time constraints, complexity and cost.

**3.2** The Contractor will thoroughly review and will become fully familiar with the Project scope, requirements and constraints including: (1) the goals and objectives of the Project; (2) User Agency needs and requirements; (3) the Design Consultants' work effort to date, agreement and any referenced documents; (4) the schematic design drawings and specifications and any associated information or materials; (5) the Project site (the "Site"), local conditions and all related limitations and constraints; and (6) its budget assumptions and scheduling constraints, as follows:

The Contractor accepts the same and affirmatively states that the Project, as expressed by the Project scope, requirements, and constraints at the time of execution of this Agreement, is a reasonable and constructible conceptual Project, incorporating a reasonable and workable delivery approach and schedule. Further the Contractor will promptly notify the City in the event the Project, as developed during the Preconstruction portion of the project, is not reasonable or constructible, given the schedule, budget, and other Project requirements.

**3.3** The Contractor agrees that all of the services and work performed by the Contractor under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to the services described in this Agreement.

## **4.0 PERSONNEL.**

**4.1** Those persons listed in **Exhibit D** are the principals and employees of the Contractor (the "Key People") and the City desires that they be and remain assigned to the Project.

4.2 It is the intent of the parties hereto that all Key People be engaged to perform their specialty for all such services required by this Agreement, and that the Contractor's and any subcontractor Key People be retained for the duration of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

4.3 If any of the Key People become unavailable for reasons beyond the control of the Contractor, then the Contractor, subject to the Manager's approval, shall promptly appoint a replacement. The Contractor shall provide the Project Manager with complete information on each replacement, including a current resume, and shall have the opportunity to interview any such replacement.

4.4 If during the term of this Agreement, the Manager determines that the performance of approved Key People for the Contractor or a subcontractor is not acceptable, the Project Manager shall notify the Contractor and give the Contractor a reasonable period of time to correct such performance. Thereafter, the Manager may require the Contractor to reassign or replace such Key People. If the Manager notifies the Contractor that certain of its Key People or those of a subcontractor should be replaced, the Contractor will use its best efforts to replace and require its subcontractor to replace them within ten (10) days from the date of the Manager's notice.

4.5 Neither the Contractor nor any subcontractor shall have interests which are in conflict with interests of the City, including connection with or to the sale or promotion of equipment or material which may be used on the Project, and the Contractor shall make written inquiry of all of its subcontractors concerning the existence of or potential for such conflict. In unusual circumstances, and at the City's sole discretion, the City may grant a written waiver for the particular consultant or subcontractor.

**5.0 BASIC SERVICES:** The Contractor's Basic Services performed under this Agreement shall include all services and work effort required: (1) to assist in providing a complete and constructible "Project Design;" (2) to advise the Design Consultants in providing a Project design which, if constructed in accordance with the design, will satisfy all Project objectives, requirements and constraints set forth herein; and (3) assist the Design Consultant in maintaining the Budget. Such required services and work effort will include, without limitation, cost estimating, bid schedule refinement and project schedule verification constructability review, value engineering and development of deductive and additive alternates, scheduling, construction sequencing and bid packaging, bidding and subcontracting. Contractor's Basic Services under this agreement includes all services and work set forth in **Exhibit E, Basic Services and B, Exhibit B, Proposal**. All of the duties, obligations, services and work specified in the terms, provisions and conditions of this Agreement as well as all other Preconstruction services normally and customarily performed by a Construction Manager on a Project of this size and nature shall comprise the Contractor's "Basic Preconstruction Services."

**6.0 COMPENSATION:** In accordance with the terms and conditions of this Agreement, the City agrees to pay and the Contractor agrees to accept, as full and complete compensation for all services required by this Agreement to complete the Basic Services, the following compensation:

**6.1 Basic Services.**

The Contractor's Basic Services shall consist of all preconstruction and related work and services set forth in Article 5 and **Exhibits E and B (Basic Services and Proposal)**. The Contractor shall be compensated for all such services performed on a lump sum basis. The maximum amount payable for all Basic Services shall be the lump sum amount of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00)**. Compensation shall be paid to the Contractor monthly, based upon pay applications and progress reports accepted and approved by the Project Manager. Upon

successful completion of Pre-Construction Services, the City may in its sole discretion elect to execute a CM/GC Construction Contract with Contractor.

**6.2 Reimbursable Expenses.** All expenses shall be included in the basic services fee and will not be separately reimbursed hereunder.

**6.3 Maximum Contract Amount.** The "Maximum Contract Amount" to be paid by the City to the Contractor under this Agreement shall not exceed the sum of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00)**.

**6.4 Funding.** It is expressly understood and agreed by the Contractor that the Contractor is undertaking this performance for a "not to exceed", maximum fee for the Project. It is further understood and agreed by the Contractor that the total obligation of the City for all or any part of its payment obligations hereunder, whether direct or contingent, shall in no event extend beyond payment of the lesser of the amounts duly and lawfully encumbered for the purposes of the Agreement or the Maximum Contract Amount set forth above. The City has, as of the date first set forth above, duly and lawfully encumbered the sum of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00)** for the purposes of this Agreement. With respect to all such performance and funding, the Contractor understands and agrees that the provision of any services which would cause the total amount payable to Contractor to exceed the amount of previously encumbered funds, is strictly prohibited. In the event the continuation of services by the Contractor would cause the amount payable to Contractor to exceed the amount payable under Sections 6.1 and 6.2, the Contractor agrees to give the Project Manager at least four (4) weeks' written notice of the exhaustion of available funds. In the event additional funds are not made available within such four (4) week period, the Contractor agrees to stop providing services until such time as additional funds are made available and encumbered for the purposes of this Agreement. It shall be the responsibility of the Contractor to verify that the amounts already encumbered are sufficient to cover the entire cost of such work. Work or services performed in excess of the amount encumbered or outside the scope of authorized work or services is undertaken or performed in violation of the terms of this Agreement and, as such, at the Contractor's own risk and sole cost and expense. Funding for the Project has been budgeted over several years, and the City reserves the right to suspend work and the Contractor will not be compensated monetarily for the time delay.

**6.5 Payment of Invoices.** The Contractor shall prepare and submit to the Project Manager project reports and monthly invoices of all amounts due the Contractor for the preceding period with time records (payment will be made based upon percentage complete) under the provisions of this Article. The Manager or appointed designee will review and either approve or disapprove in whole or in part each properly completed invoice prior to submission for payment by the City. The Manager or appointed designee shall promptly notify the Contractor, in writing, of the basis for any partial or complete disapproval and return any submitted documentation, as required. No charges shall be incurred under this Agreement and no payments shall come due to the Contractor until such time as the City has confirmed to its satisfaction that the work and services have been performed in accordance with the terms and conditions of this Agreement.

**6.6 Withholdings and Final Payment.** The City may withhold, in its sole discretion, payment to the Contractor of any sum or a portion of any sum invoiced for failure or refusal of the Contractor to reasonably satisfy or comply with any material obligation, term, condition or requirement of this Agreement and may deduct, such other amounts as provided for elsewhere in this Agreement. Prior to withholding, however, the City shall provide the Contractor with five (5) days notice of any such failure or refusal and an opportunity to commence to cure that will not exceed such five (5) day period. All sums withheld pursuant to this paragraph shall be released only upon a showing, satisfactory to the Manager, that the failure or refusal resulting in the withholding has been removed, resolved, or cured by the Contractor.

**7.0 TERM AND TERMINATION:**

**7.1 Term.** The Term of this Agreement shall commence on February 15, 2019, and expire on August 14, 2019, unless sooner terminated as provided in this Agreement.

**7.2 Termination for Default for Nonperformance.** Failure or refusal of the Contractor to perform any material obligation under this Agreement shall constitute default. In the event of any default, in addition to any other remedy available to the City, after providing ten (10) days' prior written notice of and opportunity to cure such default, this Agreement may be terminated by the City if such default is not cured to the satisfaction of the City. No new performance under the Agreement will be undertaken after the date of receipt of any notice of termination (the effective date of termination). In the event of such termination, the Contractor will be paid for those services satisfactorily performed in accordance with the requirements of this Agreement up to the effective date of termination. Such termination shall not waive any other legal remedies available to the City.

**7.3 Termination for Default for Bankruptcy.** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors then, at the option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**7.4 Termination for Default for Criminal Conduct.** The City may, by written Notice of Default to the Contractor, terminate the whole or any part of this Agreement in the event the Contractor or any of its officers are convicted, plead nolo contendere, or enter into a formal agreement for deferred prosecution or sentencing, in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, violation of the Racketeer Influenced and Corrupt Organizations Act (R.I.C.O.) or substantially similar state statute or any offense of a similar nature, in connection with the Contractor's business.

**7.5 Termination for Convenience of City.** The City may terminate this Agreement for the City's convenience and without cause at any time by giving the Contractor ten (10) days' written notice of such termination. In the event of such termination, the Contractor shall cease performance under this Agreement upon receipt of such written notice of termination and the Contractor will be paid only for its costs incurred in accordance with the provisions of this Agreement, up to the date of termination specified in the notice of termination.

**7.6 Recovery of Termination Costs Strictly Precluded.** Except for reasonable, actual termination costs, the City shall not be liable for any costs incurred by the Contractor after the effective date of termination. Such non-recoverable costs shall include, but are not limited to anticipated profits, post-termination employee salaries, post-termination administrative expenses, or any other damages, costs or expenses which are not authorized under this Article. Following such termination, the Contractor will submit a final invoice to the City for the amount which represents the compensation actually due and owing for the Contractor performance prior to the effective date of termination and for which the Contractor has not previously been compensated. Upon approval and payment of this final invoice by the City, the City shall be under no further obligation to the Contractor for payment under this Agreement and all other claims shall be waived.

**8.0 INSURANCE AND INDEMNITY:**

**8.1 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 ("ROCIIP") for this Project. The proposed requirements for this program are attached as **Exhibit G**. 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 and work order to determine if any additional coverage at the task/work order 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 order. 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 Work Order 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/work order. Any coverage that Contractor or its subcontractors are required to purchase and any additional insurance required on a task/work order basis shall comply with the following requirements:

**8.1.1 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.

**8.1.2 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 F**, 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.

**8.1.3 Additional Insureds.** For Commercial General Liability, Auto and Additional Coverage at Work Order 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.

**8.1.4 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.

**8.1.5 Additional Provisions.**

**8.1.5.1** For Commercial General Liability, the policies must provide the following:

- a. That this Agreement is an Insured Contract under the policy;
- b. Defense costs are outside the limits of liability;
- c. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and;
- e. A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

**8.1.5.2** For claims-made coverage:

- a. The retroactive date must be on or before the contract date or the first date earlier.

**8.1.5.3** 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.

**8.2 Indemnification:**

**8.2.1** To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

**8.2.2** Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

**8.2.3** Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or

seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

**8.2.4** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**8.2.5** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**9.0** **STANDARD OF CARE:** The Contractor agrees that all of the work performed and services rendered by the Contractor and its subconsultants under this Agreement shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or render services of a similar nature to the work or services described in this Agreement.

**10.0** **COMPLIANCE WITH LAWS AND REGULATIONS:**

**10.1** **Laws and Regulations.** The Contractor shall be responsible for the compliance of all activities undertaken by it pursuant to this Agreement with all applicable laws and regulations, including without limitation the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. In the performance of its services, the Contractor shall assist the Design Consultant(s) as may be necessary to fully comply with such laws and regulations or receive governmental approvals for the Project. The Contractor further agrees to perform all services for the Project in strict compliance with all applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards in effect at the time of the execution of this Agreement until all services called for under this Agreement have been completed and accepted by the City. Notwithstanding the foregoing, the City agrees that it is not the Contractor's responsibility to assure that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations.

**10.2** **Governmental Authorities.** The Contractor shall perform all of its duties, obligations and services, hereunder in a manner that complies with the City's directions to the Contractor and/or the City's obligations under law to consult with, solicit advice from and involve in the City's decision-making process, all applicable governmental or quasi-governmental authorities having jurisdiction over the Project and the surrounding area, including, but not limited to, the State of Colorado and any agency or department thereof, and the City and County of Denver, and any agency or department thereof.

**10.3** **No Discrimination in Employment.** In connection with the performance of its work under this Agreement, 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 further agrees to insert the foregoing provision in all subcontracts hereunder

**10.4** **Licensing Requirements.** The Contractor shall comply, at its own expense, with all laws and regulations, including, but not limited to, licensing requirements pertaining to its professional status and that of its employees, partners, associates, consultants under subcontract and others employed to render the services called for by this Agreement.

**10.5** **Certification under § 8-17.5-102, C.R.S.**

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

**10.5.2** The Contractor certifies that:

**10.5.2.1** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

**10.5.3** The Contractor also agrees and represents that:

**10.5.3.1** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**10.5.3.2** It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**10.5.3.3** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

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

**10.5.3.5** If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

## **11.0 OWNERSHIP OF DOCUMENTS; CONFIDENTIAL INFORMATION:**

**11.1 Ownership of Documents.** The data used in compiling, and the results of, any tests, surveys or inspections at the Site, as well as all photographs, drawings, specifications, studies, audits, reports, models and other items of like kind prepared by the Contractor, its employees and consultants, excluding proprietary systems such as estimating programs, shall be the property of the City whether the Project for which they are made is executed or not, but the Contractor shall be permitted to retain reproducible copies of all of the foregoing documents for the information and reference, and the originals of all of the foregoing documents including all electronic format copies shall be delivered to the City

promptly upon completion thereof. All work products prepared by the Contractor under this Agreement, when delivered to and accepted by the Manager, shall become the property of the City and the City shall have unlimited ownership rights. Further, the Contractor agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services and work performed hereunder. With respect thereto, the Contractor agrees to and does hereby grant to the City an exclusive royalty-free license to all data which the Contractor may cover by copyright.

**11.2 City Information.** The Contractor understands and agrees that, in performance of this Agreement, the Contractor may have access to private or confidential information which 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 Agreement. 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.

**11.3 Contractor Information.** The parties understand that all the material provided or produced under this Agreement 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.

**11.4 Patent, Copyright and Trade Secret Indemnity.** Notwithstanding any other provision hereof, the Contractor shall save, defend and hold harmless the City from all loss, damage, or liability for, or by reason of, any actual or alleged infringement of any United States Patent, Copyright, or Trade Secret disclosure arising out of the Contractor's performance under this Agreement.

**12.0 CONTRACTOR'S ACCOUNTING RECORDS.** Records of the Contractor's direct personnel, consultant and reimbursable expenses pertaining to this Project and records of accounts between the City and the Contractor shall be kept on a generally accepted accounting basis and shall be available to the representatives of the City, including the Auditor of the City, or his authorized representative within the City, at mutually convenient times for three (3) years after the final payment under this Agreement.

**13.0 SUPPLEMENTAL DOCUMENTS.** The following documents are attached hereto and/or incorporated herein and made a part of this Agreement:

**Exhibit A** - Request for Proposal (Incorporated by Reference).

**Exhibit B** - Proposal.

**Exhibit C** - Reserved.

**Exhibit D** - Key Personnel.

**Exhibit E - Basic Services.**

**Exhibit F - ACORD Certificate of Insurance**

**Exhibit G – Insurance Requirements**

**Exhibit H – Site Boundary**

**14.0 TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions and requirements of this Agreement by the Contractor, time is of the essence.

**15.0 DISPUTES.** All disputes of any nature whatsoever regarding the Agreement, including but not limited to those involving damages or time extensions for delay, equitable adjustments, or other claims for compensation by the Contractor, including but not limited to disputes going to the breach or default of this Agreement, shall be exclusively resolved by administrative hearing pursuant to the provisions of D.R.M.C. Section 56-106, or, with respect to appropriate issues involving minority and women business enterprise contracting, by D.R.M.C. Section 28-33. For the purposes of this Agreement, the Manager, with respect to Section 56-106, DRMC disputes, and the Director of the Division of Small Business Opportunity, with respect to Section 28-33, DRMC disputes, have independently determined that the City's best interests are served by designating as the hearing officer a person retained for that purpose by contract under Charter Section A2.3-10. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized 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 other consultants.

**16.0 MISCELLANEOUS PROVISIONS.**

**16.1 Taxes and Licenses.** The Contractor shall promptly pay, when they are due, all taxes, excises, license fees and permit fees of whatever nature applicable to the work and services which it performs under this Agreement and shall take out and keep current all required municipal, county, state or federal licenses required to perform its services under this Agreement. The Contractor shall furnish the Manager, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and/or registrations and taxes. The Contractor shall promptly pay all owed bills, debts and obligations it incurs performing work under this Agreement and shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against land, facilities or improvements owned or beneficially owned by the City as a result of such bills, debts or obligations.

**16.2 Status of Contractor.** The status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform preconstruction services for limited periods of time as described in Section 9.1.1.E(x) of the Charter of the City 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, officer or agent of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

**16.3 Rights and Remedies Not Waived.** Payment by the City shall not 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, to any breach of the Agreement shall be held to be a waiver of any later or other breach.

**16.4 Subject to Local Laws, Jurisdiction, Venue.** Each and every term, provision or condition in this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, Executive Orders, and/or fiscal rules, enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set forth herein by this reference. Venue for any action or proceeding arising out of, or relating in any way to this Agreement, or the breach thereof, shall be in the City and County of Denver, Colorado.

**16.5 Conflict of Interest.** The Contractor agrees 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 Contractor further agrees not to hire or contract for services 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.

**16.6 Waiver of C.R.S. 13-20-802 et. seq.** With respect solely to the City, the Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-2-802 et seq.) relating to design defects in the Project under this Agreement.

**16.7 No Third-Party Relationship.** Nothing Contained in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third party as against either the City or the Contractor.

**16.8 Taxes, Charges and Penalties.** The City and County of Denver shall not be liable for the payment of taxes, late charges, or penalties of any nature.

**16.9 Use, Possession or Sale of Alcohol or Drugs.** The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

**16.10 Notices.** Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement 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:

To the Contractor:                    AP Mountain States, LLC  
797 Ventura Street  
Aurora, Colorado 80011

To the City:                            Executive Director of the Mayor's Office of the  
National Western Center  
201 West Colfax, Department 205  
Denver, Colorado 80202

with a copy to:                        City Attorney's Office  
201 West Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

**16.11 Survival of Certain Contract Provisions.** All terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the general applicability of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City 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.

**16.12 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.

**16.13 Severability.** If any provision, term, or part of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado, the validity, legality, and enforceability 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 Agreement did not contain the particular part, term or provision held to be invalid.

**16.14 Construction of Terms.** The language in this Agreement shall be construed according to its customary meaning within the building industry in the Denver metropolitan area. Whenever used, the singular numbers shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

**16.15 Agreement as Complete Integration; Amendments.** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment shall have any force or effect, 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 executed by the parties and signed by the signatories to the original Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and permitted assigns.

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

**[ELECTRONIC SIGNATURES FOLLOW]**

**Preconstruction Agreement  
Exhibits A through G  
Incorporated by Reference**

**Contract Control Number:** PWADM-201947368-00

**Contractor Name:** AP MOUNTAIN STATES LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of March 12, 2019.

SEAL



**CITY AND COUNTY OF DENVER**

ATTEST:

*Debra Johnson*

Debra Johnson, Clerk and Recorder,  
Ex-Officio Clerk of the City and  
County of Denver

By *Michael B. Hancock*  
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of  
Denver

By *Robert Wheeler*  
Robert Wheeler, Assistant City  
Attorney

REGISTERED AND COUNTERSIGNED:

By *Brendan J. Hanlon*  
Brendan Hanlon, CFO of Finance

By *Timothy M. O'Brien*  
Timothy M. O'Brien, Auditor



Contract Control Number: PWADM-201947368-00

Contractor Name: AP MOUNTAIN STATES LLC

By: 



Name: Thomas D Hastings  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: 

Name: TOM C. BAILEY  
(please print)

Title: SENIOR PROJECT MANAGER  
(please print)



**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 subject to differential treatment, including persons of African descent (Black), Spanish-surnamed (Hispanic), Asian-American and American Indian Groups.

**RULE I - DEFINITIONS**

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

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

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

## **RULE III - HEARING**

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

## **REGULATIONS**

### **REGULATION NO. 1 - ORDINANCE:**

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

### **REGULATION NO. 2 - EXEMPTIONS:**

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

### **REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:**

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

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

**REGULATION NO. 4 - GOALS AND TIMETABLES:**

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

**REGULATION NO. 5 - AWARD OF CONTRACTS:**

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

**REGULATION NO. 6 - PUBLICATION AND DUPLICATION:**

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

**REGULATION NO. 7 - NOTICE TO PROCEED:**

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

**REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:**

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

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

**REGULATION NO. 9 - AGENCY REFERRALS:**

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

**REGULATION NO. 10 - CLAUSES:**

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

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

All amendments to the appendices shall be included by reference.

**REGULATION NO. 11 - SHOW CAUSE NOTICES:**

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

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

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

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**APPENDIX A**

**CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE -  
ALL CONTRACTS**

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

Code, so that such provisions will be binding on each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

/s/ \_\_\_\_\_

Manager of Public Works  
City and County of Denver

**A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:**

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

**1. GOALS AND TIMETABLES:**

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

| GOALS FOR<br>MINORITY PARTICIPATION<br>FOR EACH TRADE | GOALS FOR<br>FEMALE PARTICIPATION<br>FOR EACH TRADE |
|-------------------------------------------------------|-----------------------------------------------------|
| From January 1, 1982<br>to<br>Until Further Notice    | From January 1, 1982<br>to<br>Until Further Notice  |
| <b>21.7% - 23.5%</b>                                  | <b>6.9%</b>                                         |

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

utilization has the burden of proving that it has engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

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

- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

**B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:**

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

- 1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

**D. GENERAL REQUIREMENTS:**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.

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

## EXHIBIT F Prevailing Wage Schedules



### Office of Human Resources

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

TO: All Users of the City of Denver Prevailing Wage Schedules

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Monday, July 16, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday, July 13, 2018** 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. CO180030  
Superseded General Decision No. CO20170030  
Modification No. 3  
Publication Date: 07/13/2018  
(5 pages)

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

Attachments as listed above.



General Decision Number: CO180030 07/13/2018 CO30

Superseded General Decision Number: CO20170030

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 \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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                   | 01/05/2018       |
| 1                   | 01/12/2018       |
| 2                   | 03/02/2018       |
| 3                   | 07/13/2018       |

ASBE0028-002 07/01/2017

|                                                                                                               | Rates    | Fringes |
|---------------------------------------------------------------------------------------------------------------|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR - MECHANICAL (Duct,<br>Pipe & Mechanical System<br>Insulation)..... | \$ 30.73 | 14.23   |

\* CARP0055-002 05/01/2018

|                                          | Rates    | Fringes |
|------------------------------------------|----------|---------|
| CARPENTER (Drywall Hanging<br>Only)..... | \$ 28.45 | 10.14   |

\* CARP1607-001 06/01/2018

|                                                                                                                                                                           | Rates    | Fringes |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| MILLWRIGHT.....                                                                                                                                                           | \$ 31.38 | 15.63   |
| -----                                                                                                                                                                     |          |         |
| * ELEC0068-012 06/01/2018                                                                                                                                                 |          |         |
|                                                                                                                                                                           | Rates    | Fringes |
| ELECTRICIAN (Includes Low<br>Voltage Wiring).....                                                                                                                         | \$ 35.80 | 15.45   |
| -----                                                                                                                                                                     |          |         |
| ELEV0025-001 01/01/2018                                                                                                                                                   |          |         |
|                                                                                                                                                                           | Rates    | Fringes |
| ELEVATOR MECHANIC.....                                                                                                                                                    | \$ 43.66 | 32.645  |
| FOOTNOTE:                                                                                                                                                                 |          |         |
| a. Vacation: 6%/under 5 years based on regular hourly rate for<br>all hours worked. 8%/over 5 years based on regular hourly<br>rate for all hours worked.                 |          |         |
| b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence<br>Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday<br>after Thanksgiving Day; and Christmas Day. |          |         |
| -----                                                                                                                                                                     |          |         |
| ENGI0009-017 05/01/2017                                                                                                                                                   |          |         |
|                                                                                                                                                                           | Rates    | Fringes |
| POWER EQUIPMENT OPERATOR<br>(Crane)                                                                                                                                       |          |         |
| 141 tons and over.....                                                                                                                                                    | \$ 29.82 | 10.10   |
| 50 tons and under.....                                                                                                                                                    | \$ 27.75 | 10.10   |
| 51 to 90 tons.....                                                                                                                                                        | \$ 27.92 | 10.10   |
| 91 to 140 tons.....                                                                                                                                                       | \$ 28.55 | 10.10   |
| -----                                                                                                                                                                     |          |         |
| IRON0024-009 11/01/2017                                                                                                                                                   |          |         |
|                                                                                                                                                                           | Rates    | Fringes |
| IRONWORKER, ORNAMENTAL.....                                                                                                                                               | \$ 27.45 | 11.99   |
| -----                                                                                                                                                                     |          |         |
| IRON0024-010 11/01/2017                                                                                                                                                   |          |         |
|                                                                                                                                                                           | Rates    | Fringes |
| IRONWORKER, STRUCTURAL.....                                                                                                                                               | \$ 27.45 | 11.99   |
| -----                                                                                                                                                                     |          |         |
| PAIN0079-006 08/01/2017                                                                                                                                                   |          |         |
|                                                                                                                                                                           | Rates    | Fringes |
| PAINTER (Brush, Roller and<br>Spray; Excludes Drywall<br>Finishing/Taping).....                                                                                           | \$ 20.50 | 8.41    |
| -----                                                                                                                                                                     |          |         |

PAIN0079-007 08/01/2017

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

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PAIN0419-001 07/01/2016

|                                             | Rates    | Fringes |
|---------------------------------------------|----------|---------|
| SOFT FLOOR LAYER (Vinyl and<br>Carpet)..... | \$ 20.00 | 10.83   |

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PAIN0930-002 07/01/2017

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 31.02 | 9.37    |

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\* PLUM0003-009 06/01/2018

|                                                                  | Rates    | Fringes |
|------------------------------------------------------------------|----------|---------|
| PLUMBER (Excludes HVAC Duct,<br>Pipe and Unit Installation)..... | \$ 35.48 | 15.94   |

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PLUM0208-008 06/01/2017

|                                                                                                      | Rates    | Fringes |
|------------------------------------------------------------------------------------------------------|----------|---------|
| PIPEFITTER (Includes HVAC<br>Pipe and Unit Installation;<br>Excludes HVAC Duct<br>Installation)..... | \$ 33.30 | 17.65   |

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SFCO0669-002 04/01/2017

|                                            | Rates    | Fringes |
|--------------------------------------------|----------|---------|
| SPRINKLER FITTER (Fire<br>Sprinklers)..... | \$ 36.73 | 20.47   |

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SHEE0009-004 07/01/2017

|                                                                                                              | Rates    | Fringes |
|--------------------------------------------------------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Includes<br>HVAC Duct Installation;<br>Excludes HVAC Pipe and Unit<br>Installation)..... | \$ 33.26 | 16.61   |

---

SUCO2013-006 07/31/2015

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 21.96 | 0.00    |

|                                                                                                                    |          |      |
|--------------------------------------------------------------------------------------------------------------------|----------|------|
| CARPENTER (Acoustical Ceiling<br>Installation Only).....                                                           | \$ 22.40 | 4.85 |
| CARPENTER (Metal Stud<br>Installation Only).....                                                                   | \$ 17.68 | 0.00 |
| CARPENTER, Excludes<br>Acoustical Ceiling<br>Installation, Drywall<br>Hanging, and Metal Stud<br>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 -<br>Cement/Concrete.....                                                                    | \$ 16.00 | 0.00 |
| LABORER: Pipelayer.....                                                                                            | \$ 16.96 | 3.68 |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....                                                                       | \$ 20.78 | 5.78 |
| OPERATOR: Bobcat/Skid<br>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 |

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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**

| <b>Classification</b>    |                                 | <b>Base</b> | <b>Fringe</b> |
|--------------------------|---------------------------------|-------------|---------------|
| 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](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.



**Office of Human Resources**

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

**TO:** All Users of the City of Denver Prevailing Wage Schedules  
**FROM:** Susan Keller, Human Resources Technician, Classification & Compensation  
**DATE:** Monday, July 16, 2018  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, July 13, 2018** 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. CO180012  
Superseded General Decision No. CO20170012  
Modification No. 5  
Publication Date: 07/13/2018  
(5 pages)

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

Attachments as listed above.



General Decision Number: CO180012 07/13/2018 CO12

Superseded General Decision Number: CO20170012

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 \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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                   | 01/05/2018       |
| 1                   | 01/12/2018       |
| 2                   | 02/02/2018       |
| 3                   | 02/09/2018       |
| 4                   | 03/02/2018       |
| 5                   | 07/13/2018       |

ASBE0028-001 07/01/2017

|                                                                                                                                                                                        | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Workers/Insulator<br>(Includes application of<br>all insulating materials,<br>protective coverings,<br>coatings and finishings to<br>all types of mechanical<br>systems)..... | \$ 30.73 | 14.23   |

\* BRCO0007-004 01/01/2018

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 27.98 | 10.04   |

-----  
\* BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

-----  
ELEC0012-004 01/01/2018

PUEBLO COUNTY

|                           | Rates    | Fringes  |
|---------------------------|----------|----------|
| ELECTRICIAN               |          |          |
| Electrical contract over  |          |          |
| \$1,000,000.....          | \$ 27.95 | 11.40+3% |
| Electrical contract under |          |          |
| \$1,000,000.....          | \$ 24.85 | 11.40+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 09/01/2017

|                              | Rates    | Fringes         |
|------------------------------|----------|-----------------|
| Line Construction:           |          |                 |
| Groundman.....               | \$ 25.68 | 25.25%+\$5.75   |
| Line Equipment Operator..... | \$ 31.35 | 25.25% + \$5.75 |
| Lineman and Welder.....      | \$ 44.92 | 25.25%+\$5.75   |

-----  
\* ELEC0113-002 06/01/2018

EL PASO COUNTY

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

-----  
ELEC0969-002 06/01/2015

MESA COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 24.00 | 7.92    |

-----  
ENGI0009-001 05/01/2017

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: |          |         |
| Blade: Finish.....         | \$ 27.92 | 10.10   |
| Blade: Rough.....          | \$ 27.60 | 10.10   |

|                                                                                             |          |       |
|---------------------------------------------------------------------------------------------|----------|-------|
| Bulldozer.....                                                                              | \$ 27.60 | 10.10 |
| Cranes: 50 tons and under..                                                                 | \$ 27.75 | 10.10 |
| Cranes: 51 to 90 tons.....                                                                  | \$ 27.92 | 10.10 |
| Cranes: 91 to 140 tons.....                                                                 | \$ 28.55 | 10.10 |
| Cranes: 141 tons and over...                                                                | \$ 29.82 | 10.10 |
| Forklift.....                                                                               | \$ 27.22 | 10.10 |
| Mechanic.....                                                                               | \$ 28.08 | 10.10 |
| Oiler.....                                                                                  | \$ 26.84 | 10.10 |
| Scraper: Single bowl<br>under 40 cubic yards.....                                           | \$ 27.75 | 10.10 |
| Scraper: Single bowl,<br>including pups 40 cubic<br>yards and over and tandem<br>bowls..... | \$ 27.92 | 10.10 |
| Trackhoe.....                                                                               | \$ 27.75 | 10.10 |

-----  
IRON0024-003 11/01/2017

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Ironworkers:..... | \$ 27.45 | 27.76   |
| 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..... | \$ 37.25 | 14.85   |

-----  
\* PLUM0058-008 07/01/2018

PUEBLO COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 37.25 | 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 07/01/2017

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 33.26 | 16.61   |

-----  
TEAM0455-002 07/01/2017

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Truck drivers:             |          |         |
| Pickup.....                | \$ 20.91 | 4.22    |
| Tandem/Semi and Water..... | \$ 21.54 | 4.22    |

-----  
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)**

| <b>Classification</b>                                                         |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Ironworker                                                                    | Ornamental                       | \$24.80     | \$10.03       |
| Laborer                                                                       | Group 1                          | \$18.18     | \$8.27        |
|                                                                               | Group 2                          | \$21.59     | \$8.61        |
| Laborer (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.



**Office of Human Resources**

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

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, Human Resources Technician, Classification & Compensation  
DATE: Monday, July 16, 2018  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday, July 13, 2018** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180019  
Superseded General Decision No. CO20170019  
Modification No. 1  
Publication Date: 07/13/2018  
(5 pages)

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

Attachments as listed above.



General Decision Number: CO180019 07/13/2018 CO19

Superseded General Decision Number: CO20170019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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                   | 01/05/2018       |
| 1                   | 07/13/2018       |

\* CARP9901-008 05/01/2018

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 25.50 | 9.47    |

-----  
ELEC0068-016 03/01/2011

|                             | Rates    | Fringes    |
|-----------------------------|----------|------------|
| TRAFFIC SIGNALIZATION:      |          |            |
| Traffic Signal Installation |          |            |
| Zone 1.....                 | \$ 26.42 | 4.75%+8.68 |
| Zone 2.....                 | \$ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:  
Colorado Springs - Nevada & Bijou  
Denver - Ellsworth Avenue & Broadway  
Ft. Collins - Prospect & College  
Grand Junction - 12th & North Avenue  
Pueblo - I-25 & Highway 50  
All work outside of these areas shall be paid Zone 2 rates.

-----  
ENGI0009-008 05/01/2017

|                                                                                                                                                                                                                                     | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR:                                                                                                                                                                                                           |          |         |
| (3)-Hydraulic Backhoe<br>(Wheel Mounted, under 3/4<br>yds), Hydraulic Backhoe<br>(Backhoe/Loader<br>combination), Drill Rig<br>Caisson (smaller than<br>Watson 2500 and similar),<br>Loader (up to and<br>including 6 cu. yd.)..... | \$ 27.60 | 10.10   |
| (3)-Loader (under 6 cu.<br>yd.)<br>Denver County.....                                                                                                                                                                               | \$ 27.60 | 10.10   |
| (3)-Motor Grader (blade-<br>rough)<br>Douglas County.....                                                                                                                                                                           | \$ 27.60 | 10.10   |
| (4)-Crane (50 tons and<br>under), Scraper (single<br>bowl, under 40 cu. yd).....                                                                                                                                                    | \$ 27.75 | 10.10   |
| (4)-Loader (over 6 cu. yd)<br>Denver County.....                                                                                                                                                                                    | \$ 27.75 | 10.10   |
| (5)-Drill Rig Caisson<br>(Watson 2500 similar or<br>larger), Crane (51-90<br>tons), Scraper (40 cu.yd<br>and over),.....                                                                                                            | \$ 27.92 | 10.10   |
| (5)-Motor Grader (blade-<br>finish)<br>Douglas County.....                                                                                                                                                                          | \$ 27.92 | 10.10   |
| (6)-Crane (91-140 tons).....                                                                                                                                                                                                        | \$ 28.55 | 10.10   |

-----  
SUCO2011-004 09/15/2011

|                                                              | Rates    | Fringes |
|--------------------------------------------------------------|----------|---------|
| CARPENTER (Excludes Form Work)...                            | \$ 19.27 | 5.08    |
| CEMENT MASON/CONCRETE FINISHER                               |          |         |
| Denver.....                                                  | \$ 20.18 | 5.75    |
| Douglas.....                                                 | \$ 18.75 | 3.00    |
| ELECTRICIAN (Excludes Traffic<br>Signal Installation).....   | \$ 35.13 | 6.83    |
| FENCE ERECTOR (Excludes<br>Link/Cyclone Fence Erection)..... | \$ 13.02 | 3.20    |
| GUARDRAIL INSTALLER.....                                     | \$ 12.89 | 3.20    |
| HIGHWAY/PARKING LOT<br>STRIPING:Painter                      |          |         |
| Denver.....                                                  | \$ 12.62 | 3.21    |
| Douglas.....                                                 | \$ 13.89 | 3.21    |
| IRONWORKER, REINFORCING<br>(Excludes Guardrail               |          |         |

|                                                                                                                                                  |       |      |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| Installation).....\$                                                                                                                             | 16.69 | 5.45 |
| IRONWORKER, STRUCTURAL<br>(Includes Link/Cyclone Fence<br>Erection, Excludes Guardrail<br>Installation).....\$                                   |       |      |
|                                                                                                                                                  | 18.22 | 6.01 |
| LABORER                                                                                                                                          |       |      |
| Asphalt Raker.....\$                                                                                                                             | 16.29 | 4.25 |
| Asphalt Shoveler.....\$                                                                                                                          | 21.21 | 4.25 |
| Asphalt Spreader.....\$                                                                                                                          | 18.58 | 4.65 |
| Common or General                                                                                                                                |       |      |
| Denver.....\$                                                                                                                                    | 16.76 | 6.77 |
| Douglas.....\$                                                                                                                                   | 16.29 | 4.25 |
| Concrete Saw (Hand Held)....\$                                                                                                                   | 16.29 | 6.14 |
| Landscape and Irrigation....\$                                                                                                                   | 12.26 | 3.16 |
| Mason Tender-<br>Cement/Concrete                                                                                                                 |       |      |
| Denver.....\$                                                                                                                                    | 16.96 | 4.04 |
| Douglas.....\$                                                                                                                                   | 16.29 | 4.25 |
| Pipelayer                                                                                                                                        |       |      |
| Denver.....\$                                                                                                                                    | 13.55 | 2.41 |
| Douglas.....\$                                                                                                                                   | 16.30 | 2.18 |
| Traffic Control (Flagger)....\$                                                                                                                  | 9.55  | 3.05 |
| Traffic Control (Sets<br>Up/Moves Barrels, Cones,<br>Install Signs, Arrow<br>Boards and Place<br>Stationary Flags) (Excludes<br>Flaggers).....\$ |       |      |
|                                                                                                                                                  | 12.43 | 3.22 |
| PAINTER (Spray Only).....\$                                                                                                                      | 16.99 | 2.87 |
| POWER EQUIPMENT OPERATOR:                                                                                                                        |       |      |
| Asphalt Laydown                                                                                                                                  |       |      |
| Denver.....\$                                                                                                                                    | 22.67 | 8.72 |
| Douglas.....\$                                                                                                                                   | 23.67 | 8.47 |
| Asphalt Paver                                                                                                                                    |       |      |
| Denver.....\$                                                                                                                                    | 24.97 | 6.13 |
| Douglas.....\$                                                                                                                                   | 25.44 | 3.50 |
| Asphalt Roller                                                                                                                                   |       |      |
| Denver.....\$                                                                                                                                    | 23.13 | 7.55 |
| Douglas.....\$                                                                                                                                   | 23.63 | 6.43 |
| Asphalt Spreader.....\$                                                                                                                          | 22.67 | 8.72 |
| Backhoe/Trackhoe                                                                                                                                 |       |      |
| Douglas.....\$                                                                                                                                   | 23.82 | 6.00 |
| Bobcat/Skid Loader.....\$                                                                                                                        | 15.37 | 4.28 |
| Boom.....\$                                                                                                                                      | 22.67 | 8.72 |
| Broom/Sweeper                                                                                                                                    |       |      |
| Denver.....\$                                                                                                                                    | 22.47 | 8.72 |
| Douglas.....\$                                                                                                                                   | 22.96 | 8.22 |
| Bulldozer.....\$                                                                                                                                 | 26.90 | 5.59 |
| Concrete Pump.....\$                                                                                                                             | 21.60 | 5.21 |
| Drill                                                                                                                                            |       |      |
| Denver.....\$                                                                                                                                    | 20.48 | 4.71 |
| Douglas.....\$                                                                                                                                   | 20.71 | 2.66 |
| Forklift.....\$                                                                                                                                  | 15.91 | 4.68 |
| Grader/Blade                                                                                                                                     |       |      |
| Denver.....\$                                                                                                                                    | 22.67 | 8.72 |
| Guardrail/Post Driver.....\$                                                                                                                     | 16.07 | 4.41 |
| Loader (Front End)                                                                                                                               |       |      |

|                                                 |          |      |
|-------------------------------------------------|----------|------|
| Douglas.....                                    | \$ 21.67 | 8.22 |
| Mechanic                                        |          |      |
| Denver.....                                     | \$ 22.89 | 8.72 |
| Douglas.....                                    | \$ 23.88 | 8.22 |
| Oiler                                           |          |      |
| Denver.....                                     | \$ 23.73 | 8.41 |
| Douglas.....                                    | \$ 24.90 | 7.67 |
| Roller/Compactor (Dirt and<br>Grade Compaction) |          |      |
| Denver.....                                     | \$ 20.30 | 5.51 |
| Douglas.....                                    | \$ 22.78 | 4.86 |
| Rotomill.....                                   | \$ 16.22 | 4.41 |
| Screed                                          |          |      |
| Denver.....                                     | \$ 22.67 | 8.38 |
| Douglas.....                                    | \$ 29.99 | 1.40 |
| Tractor.....                                    | \$ 13.13 | 2.95 |

TRAFFIC SIGNALIZATION:

|              |          |      |
|--------------|----------|------|
| Groundsman   |          |      |
| Denver.....  | \$ 17.90 | 3.41 |
| Douglas..... | \$ 18.67 | 7.17 |

TRUCK DRIVER

|                                             |          |      |
|---------------------------------------------|----------|------|
| Distributor                                 |          |      |
| Denver.....                                 | \$ 17.81 | 5.82 |
| Douglas.....                                | \$ 16.98 | 5.27 |
| Dump Truck                                  |          |      |
| Denver.....                                 | \$ 15.27 | 5.27 |
| Douglas.....                                | \$ 16.39 | 5.27 |
| Lowboy Truck.....                           | \$ 17.25 | 5.27 |
| Mechanic.....                               | \$ 26.48 | 3.50 |
| Multi-Purpose Specialty &<br>Hoisting Truck |          |      |
| Denver.....                                 | \$ 17.49 | 3.17 |
| Douglas.....                                | \$ 20.05 | 2.88 |
| Pickup and Pilot Car                        |          |      |
| Denver.....                                 | \$ 14.24 | 3.77 |
| Douglas.....                                | \$ 16.43 | 3.68 |
| Semi/Trailer Truck.....                     | \$ 18.39 | 4.13 |
| Truck Mounted Attenuator....                | \$ 12.43 | 3.22 |
| Water Truck                                 |          |      |
| Denver.....                                 | \$ 26.27 | 5.27 |
| Douglas.....                                | \$ 19.46 | 2.58 |

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

**Office of Human Resources  
Supplemental rates  
(Specific to the Denver Projects)  
Revised 4/11/2017)**

| <b>Classification</b>                                                               |                                  | <b>Base</b> | <b>Fringe</b> |
|-------------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Ironworker (Ornamental)                                                             |                                  | \$26.05     | \$12.00       |
| Laborer                                                                             | Removal of Asbestos              | \$21.03     | \$8.55        |
| Line Construction                                                                   | Lineman, Gas Fitter/Welder       | \$36.88     | \$9.55        |
|                                                                                     | Line Eq Operator/Line Truck Crew | \$25.74     | \$8.09        |
| Millwright                                                                          |                                  | \$28.00     | \$10.00       |
| Pipefitter                                                                          |                                  | \$30.45     | \$12.85       |
| Plumber                                                                             |                                  | \$30.19     | \$13.55       |
| Power Equipment Operator<br>(Tunnels Above and Below<br>Ground, shafts and raises): | Group 1                          | \$25.12     | \$10.81       |
|                                                                                     | Group 2                          | \$25.47     | \$10.85       |
|                                                                                     | Group 3                          | \$25.57     | \$10.86       |
|                                                                                     | Group 4                          | \$25.82     | \$10.88       |
|                                                                                     | Group 5                          | \$25.97     | \$10.90       |
|                                                                                     | Group 6                          | \$26.12     | \$10.91       |
|                                                                                     | Group 7                          | \$26.37     | \$10.94       |
| Power Equipment Operator                                                            | Group 1                          | \$22.97     | \$10.60       |
|                                                                                     | Group 2                          | \$23.32     | \$10.63       |
|                                                                                     | Group 3                          | \$23.67     | \$10.67       |
|                                                                                     | Group 4                          | \$23.82     | \$10.68       |
|                                                                                     | Group 5                          | \$23.97     | \$10.70       |
|                                                                                     | Group 6                          | \$24.12     | \$10.71       |
|                                                                                     | Group 7                          | \$24.88     | \$10.79       |
| Truck Driver                                                                        | Group 1                          | \$18.42     | \$10.00       |
|                                                                                     | Group 2                          | \$19.14     | \$10.07       |
|                                                                                     | Group 3                          | \$19.48     | \$10.11       |
|                                                                                     | Group 4                          | \$20.01     | \$10.16       |
|                                                                                     | Group 5                          | \$20.66     | \$10.23       |
|                                                                                     | Group 6                          | \$21.46     | \$10.31       |

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

**EXHIBIT G**  
**Payment and Performance Bond**

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**PERFORMANCE AND PAYMENT BOND**

Bond No. 30079648/47-SUR-300007-01-0216

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
AP Mountain States, LLC dba Adolfson & Peterson Construction  
a corporation organized and existing under and by virtue of the laws of the State of CO  
hereafter referred to as the "Contractor", and The Continental Insurance Company & Berkshire Hathaway\*  
a corporation organized and existing under and by virtue of the laws of the State of PA & NE  
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 **Eight Million, Five Hundred Twenty-Nine Thousand, Four  
Hundred Ninety Dollars and No Cents, (\$8,529,490.00)**, 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. 201952497,**  
**NATIONAL WESTERN CENTER STOCKYARDS PHASE I AND STOCKYARD EVENT**  
**CENTER PROJECT**, 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;

\*Specialty Insurance Company

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 21<sup>st</sup> day of November, 2019.

Attest:

Secretary

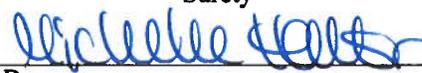
  
AP Mountain States, LLC dba  
Adolfson & Peterson Construction

Contractor  
**Thomas D. Horsting**

**President, Mountain States Region**

By: President

The Continental Insurance Company &  
Berkshire Hathaway Specialty Insurance Company  
Surety

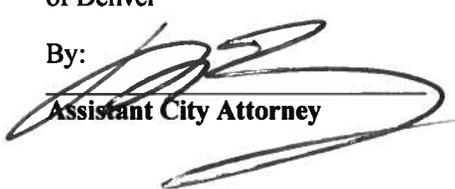


By: Michelle Halter, Attorney-In-Fact

(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

By:

  
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By:

  
Mayor

By:

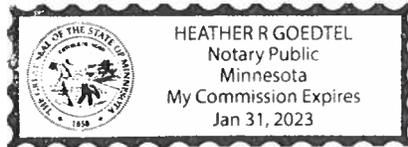
  
Exec. Dir. of Public Works

# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came Michelle Halter, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of The Continental Insurance Company & Berkshire Hathaway Specialty Insurance Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.



  
Notary Public

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

**Know All Men By These Presents**, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Kelly Nicole Bruggeman, Heather R. Goedtel, Michelle Halter, Individually**

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

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company 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 Board of Directors of the insurance company.

**In Witness Whereof**, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of February, 2019.



The Continental Insurance Company

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of February, 2019, 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 The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, 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 company 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 company this \_\_\_\_\_ day of \_\_\_\_\_.



The Continental Insurance Company

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6850-4/2012

## Authorizing Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any 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 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 execution power of attorneys on behalf of The Continental Insurance 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 25<sup>th</sup> 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.”

**Power Of Attorney**

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY  
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Heather R. Goedtel, Craig Olmstead, Brian D. Carpenter, Michelle Halter, Nicole Langer, Jessica Hoff, Blake S. Bohlig, Kelly Nicole Bruggeman, 8400 Normandale Lake Boulevard, Suite 1700 of the city of Bloomington, State of Minnesota**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**



By: \_\_\_\_\_  
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**



By: \_\_\_\_\_  
David Fields, Vice President

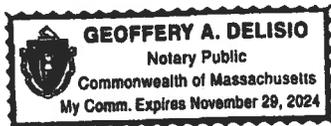


**NOTARY**

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]




Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this \_\_\_\_\_.




Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhspecialty.com](mailto:Jennifer.Porter@bhspecialty.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimsnotice@bhspecialty.com](mailto:claimsnotice@bhspecialty.com), via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



Denver Public Works  
201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

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

RE: **AP Mountain States, LLC**

Contract No: **201952497**  
Project Name: **NWC Stockyards Phase I and Stockyard Event Center Project**  
Contract Amount: **\$8,529,490.00**  
Performance and Payment Bond No.: **30079648/47-SUR-300007-01-0216**

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through

The Continental Insurance Company & Berkshire Hathaway Specialty Insurance Company  
, on November 20, 2019.

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 763.302.7160.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Halter".

Michelle Halter  
Client Specialist, Surety  
Willis Towers Watson Midwest, Inc.

FOR CITY SERVICES VISIT | CALL  
[DenverGov.org](http://DenverGov.org) | 311

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Accountability, Innovation, Empowerment, Performance, Integrity,  
Diversity, Teamwork, Respect, Excellence, Safety

**EXHIBIT H**

**Final/Partial Lien Release Form  
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT  
(SUBCONTRACTOR/SUPPLIER)**

\_\_\_\_\_  
(PROJECT NO. and NAME)

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

\_\_\_\_\_  
(NAME OF CONTRACTOR)

Subcontract #: \_\_\_\_\_.

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$

Last Progress Payment: \$

Date:

Total Paid to Date: \$

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

Check Applicable Box:  
[ ] MBE [ ] WBE

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 \_\_\_\_\_)

\_\_\_\_\_  
(Name of Subcontractor)

Signed and sworn before me this  
day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Notary Public/Commissioner of Oaths  
My Commission Expires

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

**EXHIBIT I**

**Notice to Proceed Form**



Denver Public Works  
201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

Current Date

**NOTICE TO PROCEED**

(SAMPLE)

Name  
Company  
Street  
City/State/Zip

**CONTRACT NO. 201952497, NWC Stockyards Phase I and Stockyard Event Center Project**

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 201952497 as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of \_\_\_\_\_ calendar days, the project must be complete on or before \_\_\_\_\_.

If you have not already done so, you must submit your construction schedule, in accordance with General Contract Condition 306.2.B, to the Project Manager within 10 days. Additionally, you must submit your tax exempt certificate, and copies of your subcontractors' certificates, in accordance with General Contract Condition 323.5, to the Project Manager as soon as possible. Failure to submit these certificates will delay processing of payment applications.

Sincerely,

Lesley B. Thomas  
City Engineer

cc:



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Accountability, Innovation, Empowerment, Performance, Integrity,  
Diversity, Teamwork, Respect, Excellence, Safety





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev 031816

**EXHIBIT K**

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



Denver Public Works  
201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

Certificate of Contract Release  
(SAMPLE)

Date

Name  
Company  
Street  
City/State/Zip

RE: Certificate of Contract Release for  
**201952497, NWC Stockyards Phase I and Stockyard Event Center Project**

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 (720) 913-XXXX. Please return this document via facsimile at (720) 913-1805 and mail to original to the above address.



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Accountability, Innovation, Empowerment, Performance, Integrity,  
Diversity, Teamwork, Respect, Excellence, Safety

**EXHIBIT L**

**Technical Specifications**

[TO BE INCORPORATED BY REFERENCE]

**EXHIBIT M**

**Contract Drawings**

[TO BE INCORPORATED BY REFERENCE]

**EXHIBIT N**  
**EQUIPMENT RENTAL RATES**

## Exhibit N

| Job # | Cost Code | Description                                            | Active | Inactive | Rate     | Amount |
|-------|-----------|--------------------------------------------------------|--------|----------|----------|--------|
|       |           | Abrasive Cutoff Chop Saw (Bosch 1365 or other)         |        |          | 50.00    | -      |
|       |           | Air Compressor, Hoses (Portable)                       |        |          | 100.00   | -      |
|       |           | Air Monitor                                            |        |          | 313.00   | -      |
|       |           | Banding Machine                                        |        |          | 50.00    | -      |
|       |           | Bobcat                                                 |        |          | 2,045.00 | -      |
|       |           | Bobcat Auger attachment                                |        |          | 1,500.00 | -      |
|       |           | Auger Bit 30"                                          |        |          | 300.00   | -      |
|       |           | Auger Bit 24"                                          |        |          | 250.00   | -      |
|       |           | Auger Bit 12"                                          |        |          | 100.00   | -      |
|       |           | Auger Bit 8"                                           |        |          | 100.00   | -      |
|       |           | Bobcat Forks                                           |        |          | 205.00   | -      |
|       |           | Bobcat Jackhammer                                      |        |          | 708.00   | -      |
|       |           | Bobcat Smooth bucket                                   |        |          | 270.00   | -      |
|       |           | Bobcat Snow plow                                       |        |          | 270.00   | -      |
|       |           | Bobcat Sweeper                                         |        |          | 1,328.00 | -      |
|       |           | Bobcat Tooth bucket                                    |        |          | 307.00   | -      |
|       |           | Bobcat Trench Compactor                                |        |          | 460.00   | -      |
|       |           | Brooms                                                 |        |          | 6.00     | -      |
|       |           | Caulking gun - Hilti                                   |        |          | 15.00    | -      |
|       |           | Chainsaw                                               |        |          | 15.00    | -      |
|       |           | Chipping hammer Electric (Large Hilti, Bosch or other) |        |          | 200.00   | -      |
|       |           | Concrete Blanket 10'x20'                               |        |          | 30.00    | -      |
|       |           | Concrete Blanket Cage                                  |        |          | 300.00   | -      |
|       |           | Concrete Core Driller                                  |        |          | 157.00   | -      |
|       |           | Concrete Floor Scabblor                                |        |          | 570.00   | -      |
|       |           | Concrete Mixer                                         |        |          | 150.00   | -      |
|       |           | Concrete Planer-Hilti DG150 (Large dustless Equipment) |        |          | 245.00   | -      |
|       |           | Concrete Saw - Walk behind                             |        |          | 671.00   | -      |
|       |           | Concrete Vibrator - high cycle                         |        |          | 250.00   | -      |
|       |           | Conf Room Furniture                                    |        |          | 100.00   | -      |
|       |           | Connex 20'                                             |        |          | 154.00   | -      |
|       |           | Connex 40'                                             |        |          | 308.00   | -      |
|       |           | Copier                                                 |        |          | 360.00   | -      |
|       |           | Copier - Color                                         |        |          | 420.00   | -      |
|       |           | Curb Ramps Steel                                       |        |          | 50.00    | -      |
|       |           | Cutting Torches & Cart                                 |        |          | 50.00    | -      |
|       |           | Data Vault (monitor/computer/etc)                      |        |          | 500.00   | -      |
|       |           | Data Vault (monitor/computer/etc)                      |        |          | 200.00   | -      |
|       |           | Demo Saw                                               |        |          | 200.00   | -      |
|       |           | Drywall Carts                                          |        |          | 50.00    | -      |
|       |           | Dust Evacuation Fans Large - 36" - 48"                 |        |          | 25.00    | -      |
|       |           | Dustless tool kits Bosch                               |        |          | 350.00   | -      |
|       |           | Equipment Fuel Tanks for Pick-up Truck                 |        |          | 0.00     | -      |
|       |           | Extension Cords                                        |        |          | 15.00    | -      |
|       |           | Extension Ladders                                      |        |          | 40.00    | -      |
|       |           | Fence Post Pounder (gas)                               |        |          | 50.00    | -      |
|       |           | Fence Screen (\$1.00/5 linear feet)                    |        |          | 1.00     | -      |
|       |           | Fire Extinguishers                                     |        |          | 20.00    | -      |
|       |           | Fire Extinguisher stands (plastic)                     |        |          | 30.00    | -      |
|       |           | Firehose (Rolls)                                       |        |          | 10.00    | -      |
|       |           | Floor Buffer                                           |        |          | 305.00   | -      |
|       |           | Floor Machine                                          |        |          | 305.00   | -      |
|       |           | Gang Box                                               |        |          | 75.00    | -      |
|       |           | Generator - 35KW or larger (Towable)                   |        |          | 1,565.00 | -      |
|       |           | Generator - 5KW (Portable)                             |        |          | 485.00   | -      |
|       |           | Generator - EB2000 (Portable)                          |        |          | 200.00   | -      |
|       |           | Generator - EB1000 (Portable)                          |        |          | 150.00   | -      |
|       |           | Forklift Old                                           |        |          | 2,793.00 | -      |

| Job # | Cost Code | Description                                                  | Active | Inactive | Rate     | Amount |
|-------|-----------|--------------------------------------------------------------|--------|----------|----------|--------|
|       |           | Forklift New 509                                             |        |          | 3,640.00 | -      |
|       |           | Forklift New 510                                             |        |          | 4,277.00 | -      |
|       |           | Gradall 15' Boom                                             |        |          | 675.00   | -      |
|       |           | Gradall Material Bucket (Trash Box)                          |        |          | 342.00   | -      |
|       |           | Gradall Snow bucket                                          |        |          | 205.00   | -      |
|       |           | Ground Heater Diesel- Allmand                                |        |          | 3,990.00 | -      |
|       |           | Ground Thaws                                                 |        |          | 5,700.00 | -      |
|       |           | Grout Pump                                                   |        |          | 25.00    | -      |
|       |           | Hammer Drill - Large (Bulldog or other)                      |        |          | 50.00    | -      |
|       |           | Heaters - Electric Space                                     |        |          | 10.00    | -      |
|       |           | Horse Troughs                                                |        |          | 50.00    | -      |
|       |           | IngersollRand air compressor - Towable                       |        |          | 895.00   | -      |
|       |           | Jackhammer Electric - 60lb                                   |        |          | 313.00   | -      |
|       |           | Jersey Barriers - each                                       |        |          | 50.00    | -      |
|       |           | Ladder-4', 6' or 8'                                          |        |          | 30.00    | -      |
|       |           | Leaf Blower                                                  |        |          | 50.00    | -      |
|       |           | Mechanics Tools - Socket and Wrenches                        |        |          | 25.00    | -      |
|       |           | Microwave, Refrig, Coffee Machine                            |        |          | 50.00    | -      |
|       |           | Miter Saw                                                    |        |          | 50.00    | -      |
|       |           | Nail Gun - Air                                               |        |          | 50.00    | -      |
|       |           | Negative Air Machine                                         |        |          | 150.00   | -      |
|       |           | Negative Air Hepa Fileter                                    |        |          | 75.00    | -      |
|       |           | Negative Air Filter pads                                     |        |          | 10.00    | -      |
|       |           | Office Trailer, Stairs                                       |        |          | 550.00   | -      |
|       |           | Pallet Jack                                                  |        |          | 85.00    | -      |
|       |           | Plate Compactor                                              |        |          | 541.00   | -      |
|       |           | Plywood Fire treated                                         |        |          | 40.00    | -      |
|       |           | Powder Actuated Gun                                          |        |          | 50.00    | -      |
|       |           | Power Hand Tool - BandSaw                                    |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Belt Sander                                |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Concrete Planer-Makita small               |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Cordless Circular Saw 6.5"                 |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Cordless Drill                             |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Cordless Drill Impact                      |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Drill Corded 1/2"                          |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Drill Corded 3/8"                          |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Grinder 4"                                 |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Grinder 7"                                 |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Hammer Drill - Cordless                    |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Handheld Sander                            |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Jigsaw                                     |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Router                                     |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Sawsall                                    |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Screw Shooter                              |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Warm drive saw 7.25"                       |        |          | 25.00    | -      |
|       |           | Power Hand Tool - Wood Planer portable                       |        |          | 25.00    | -      |
|       |           | Power Washer                                                 |        |          | 75.00    | -      |
|       |           | Punch Carts                                                  |        |          | 75.00    | -      |
|       |           | Radios - 2 way - each                                        |        |          | 25.00    | -      |
|       |           | Rakes                                                        |        |          | 6.00     | -      |
|       |           | Safety Hard Hats (one time purchase)                         |        |          | 35.00    | -      |
|       |           | Safety Harness                                               |        |          | 50.00    | -      |
|       |           | Safety Retractable Lanyards                                  |        |          | 50.00    | -      |
|       |           | Safety Vests (one time purchase) \$35 for Green \$15 Orange) |        |          | 35.00    | -      |
|       |           | Saw horses                                                   |        |          | 10.00    | -      |
|       |           | Scaffold (per section)                                       |        |          | 50.00    | -      |
|       |           | Shop Vac                                                     |        |          | 10.00    | -      |
|       |           | Shop Vac - Hepa, Hilti or other                              |        |          | 50.00    | -      |

| Job # | Cost Code | Description                                                  | Active | Inactive | Rate                    | Amount |
|-------|-----------|--------------------------------------------------------------|--------|----------|-------------------------|--------|
|       |           | Shovels                                                      |        |          | 6.00                    | -      |
|       |           | Sledge Hammers                                               |        |          | 6.00                    | -      |
|       |           | Snow blower                                                  |        |          | 215.00                  | -      |
|       |           | Stanchions - each (one time charge ea)                       |        |          | 35.00                   | -      |
|       |           | Storage Trailers 52'                                         |        |          | 427.00                  | -      |
|       |           | Survey - Bi-Pod legs                                         |        |          | 17.00                   | -      |
|       |           | Survey - Builders level-B20                                  |        |          | 100.00                  | -      |
|       |           | Survey - Data Collector 48GX & Access.                       |        |          | 171.00                  | -      |
|       |           | Survey - GPS system                                          |        |          | 2,565.00                | -      |
|       |           | Survey - Laser & Accessories 3900 Series                     |        |          | 541.00                  | -      |
|       |           | Survey - Two man Total Station                               |        |          | 2,565.00                | -      |
|       |           | Survey - Robotic Total Station                               |        |          | 2,565.00                | -      |
|       |           | Survey - Rotating laser Survey RL-H3C or other w/ story pole |        |          | 407.00                  | -      |
|       |           | Survey - Thedolite                                           |        |          | 200.00                  | -      |
|       |           | Survey - Tri-pod legs Survey                                 |        |          | 15.00                   | -      |
|       |           | Table Saw                                                    |        |          | 75.00                   | -      |
|       |           | Temp Heaters Large - WN or other                             |        |          | 313.00                  | -      |
|       |           | Temp Heaters small - Mushroom, turbo                         |        |          | 50.00                   | -      |
|       |           | Tool Carts                                                   |        |          | 50.00                   | -      |
|       |           | Tool Trailer                                                 |        |          | 427.00                  | -      |
|       |           | Traffic Control Devices - not Jersey Barriers - per 10       |        |          | 50.00                   | -      |
|       |           | Trash Carts                                                  |        |          | 50.00                   | -      |
|       |           | Trailer Event one time charge                                |        |          | 300.00                  | -      |
|       |           | Trencher                                                     |        |          | 479.00                  | -      |
|       |           | Truck - Field                                                |        |          | 855.00                  | -      |
|       |           | Truck - Superintendent's Pick-up                             |        |          | 1,000.00                | -      |
|       |           | Truck - Water Truck                                          |        |          | 969.00                  | -      |
|       |           | Utility Carts                                                |        |          | 50.00                   | -      |
|       |           | Vehicle Tracking Pads FODS each minimum of 4 per unit        |        |          | 250.00                  | -      |
|       |           | Water Meters                                                 |        |          | 900.00                  | -      |
|       |           | Water Pump                                                   |        |          | 425.00                  | -      |
|       |           | Weed Wacker                                                  |        |          | 50.00                   | -      |
|       |           | Wheelbarrows                                                 |        |          | 10.00                   | -      |
|       |           | Wire Feed Welder                                             |        |          | 125.00                  | -      |
|       |           |                                                              |        |          | <b>TOTAL WH BILLING</b> | -      |

PreFeb temp wall panels

**EXHIBIT O**  
**BILLING RATES & SALARIED PERSONNEL**

## Standard Personnel Rates

For the Year 2019 - 2020

| Construction Phase |                                                     |               |
|--------------------|-----------------------------------------------------|---------------|
| 1                  | Project Manager, Project Superintendent             | \$ 111.72 /hr |
| 2                  | Preconstruction Manager                             | \$ 75.57 /hr  |
| 3                  | Estimator                                           | \$ 83.69 /hr  |
| 4                  | Assistant Project Manager, Assistant Superintendent | \$ 79.78 /hr  |
| 5                  | Project and Field Engineers                         | \$ 66.65 /hr  |
| 6                  | Safety Personnel / QA QC Personnel                  | \$ 110.77 /hr |
| 7                  | Project Coordinator                                 | \$ 47.93 /hr  |
| 15                 | 3D Scanner                                          | \$ 148.69 /hr |

- Labor/ Staff Rates for subsequent years shall have an annual increase of 4%.
- Labor/ Staff Rates are not subject to audit.
- Staff Rates are based on a 2080hr work year.
- Technology costs are not included above. A rate of \$7 per hour will apply.
- All jobsite and craft personnel have included safety burden that will be applied at \$2.31 / hr
- Vehicle costs are not included above. Rates vary by staff member.

**EXHIBIT P**  
**[RESERVED]**

**EXHIBIT Q**  
**GMP PROPOSAL**

**EXHIBIT Q**

**SYEC - GMP Package 1 Summary**

10/14/2019

| <u>Line #</u> | <u>Description</u>                           | <u>A &amp; P</u>    |       |
|---------------|----------------------------------------------|---------------------|-------|
|               |                                              | <u>GMP Proposal</u> |       |
| 1             | Substructure - Foundations and Slabs         | \$ 1,409,717        | 17.3% |
| 2             | Structure - Mezzanine, stairs, and handrails | \$ 650,929          | 8.0%  |
| 3             | Pre-Engineered Metal Building                | \$ 2,690,085        | 33.1% |
| 4             | Interiors - (masonry only)                   | \$ 101,480          | 1.2%  |
| 5             | Elevator                                     | \$ 87,580           | 1.1%  |
| 6             | Underground Utilities                        | \$ 779,133          | 9.6%  |
| 7             | Building Sitework                            | \$ 1,213,427        | 14.9% |
| 8             | General Conditions                           | \$ 662,032          | 8.1%  |
| 9             | Const. Contingency, Ins., Bonds, Permits     | \$ 304,540          | 3.7%  |
| 10            | CM/GC Fee                                    | \$ 230,567          | 2.8%  |
| 11            | <b>TOTAL GMP Bid Package #1</b>              | <b>\$ 8,129,490</b> |       |
| 12            | Owner's Contingency in Contract              | \$ 400,000          |       |
| 13            | Total Contract Amount                        | \$ 8,529,490        |       |

**EXHIBIT R**  
**[RESERVED]**

EXHIBIT S  
ACORD Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/14/2019

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

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

|                                                                                                                                |                                                                    |                                      |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------|
| <b>PRODUCER</b><br>Willis Towers Watson Midwest, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b><br><b>PHONE (A/C No. Ext):</b> 1-877-945-7378 | <b>FAX (A/C, No):</b> 1-888-467-2378 |
|                                                                                                                                | <b>E-MAIL ADDRESS:</b> certificates@willis.com                     |                                      |
| <b>INSURED</b><br>AP Mountain States, LLC<br>797 Ventura Street<br>Aurora, CO 80011                                            | <b>INSURER(S) AFFORDING COVERAGE</b>                               |                                      |
|                                                                                                                                | <b>INSURER A:</b> Liberty Mutual Fire Insurance Company            | <b>NAIC #</b><br>23035               |
|                                                                                                                                | <b>INSURER B:</b> Liberty Insurance Corporation                    | 42404                                |
|                                                                                                                                | <b>INSURER C:</b> Berkley Assurance Company                        | 39462                                |
|                                                                                                                                | <b>INSURER D:</b>                                                  |                                      |
|                                                                                                                                | <b>INSURER E:</b>                                                  |                                      |
| <b>INSURER F:</b>                                                                                                              |                                                                    |                                      |

**COVERAGES**

CERTIFICATE NUMBER: W13826670

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                     | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Contractual Liability</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           | Y        | EB2-641-445189-029 | 03/01/2019              | 03/01/2020              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                    |           | Y        | AS2-641-445189-019 | 03/01/2019              | 03/01/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                                                                                                    |           |          |                    |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                        |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                         | Y/N<br>No | N/A      | WA2-64D-445189-069 | 03/01/2019              | 03/01/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                  |
| C        | <b>Contractor's Professional Liab.</b><br>(Claims Made)                                                                                                                                                                                                                                                                                                                                               |           |          | PCADB-5008261-0319 | 03/01/2019              | 03/01/2020              | Per Claim Limit \$2,000,000<br>Aggregate Limit \$2,000,000                                                                                                                                                                                |

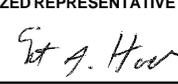
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 03/11/2019 WITH ID: W10410768.

Project #7642 - South Stockyards & Stockyards Events Center Preconstruction Agreement Only City Contract #PWADM-201947368-00.

The City and County of Denver are Additional Insureds as respects to General Liability and Auto Liability, when

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                                                                               |                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The City and County of Denver<br>Attn: Jeff Mack, P.E., CCM<br>Webb Municipal Office Building<br>201 West Clorafax Avenue<br>Denver, CO 80202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                                                               | AUTHORIZED REPRESENTATIVE<br>                                              |

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**ADDITIONAL REMARKS SCHEDULE**

|                                                     |                                |                                                                                           |  |
|-----------------------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------|--|
| <b>AGENCY</b><br>Willis Towers Watson Midwest, Inc. |                                | <b>NAMED INSURED</b><br>AP Mountain States, LLC<br>797 Ventura Street<br>Aurora, CO 80011 |  |
| <b>POLICY NUMBER</b><br>See Page 1                  |                                | <b>EFFECTIVE DATE:</b> See Page 1                                                         |  |
| <b>CARRIER</b><br>See Page 1                        | <b>NAIC CODE</b><br>See Page 1 |                                                                                           |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

required by written contract, agreement or permit executed prior to loss.

Such insurance as is afforded to Additional Insureds on the General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance available to Additional Insureds, when required by written contract and executed prior to loss and when they are a Named Insured on such other insurance.

EXHIBIT T  
ROCIP SAFETY MANUAL

# CITY AND COUNTY OF DENVER



**DENVER**  
**THE MILE HIGH CITY**

## ROLLING OWNER CONTROLLED INSURANCE

# SAFETY MANUAL

REVISED: JUNE 17, 2019

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## **SECTION 1. INTRODUCTION & GENERAL INFORMATION**

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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***

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- 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 having overall responsibility for the performance of work on the construction site, who determines construction means and methods, and who 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, two 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**

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

**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 apprised 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

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- 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**

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- 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**

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#### **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**

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### **5.0 CONTRACTOR'S SITE SPECIFIC SAFETY PLAN (SSSP)**

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- 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**

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- 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)**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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**

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### **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**

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### **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**

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- 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**

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- 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**

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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**

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### **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**

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- 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

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### 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

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- 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**

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- 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**

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- 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**

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- 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**

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### **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

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- 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**

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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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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

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- 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**

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- 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**

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#### **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**

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- 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**

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- 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**

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- 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

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- 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

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- 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**

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- 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**

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### **6.0 NEW EMPLOYEE ORIENTATION TRAINING PROVIDED BY THE CONTRACTOR**

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- 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**

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- 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**

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- 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

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- 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

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- 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

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- 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

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- 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

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- 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**

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- 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 1<sup>st</sup> Tuesday of the following month. See Appendix R for Contractor's Monthly Safety Report.

## **SECTION 8. ADMINISTRATIVE POLICIES**

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### **8.0 CONTRACTOR SAFETY PROGRAM REVIEW**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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

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- 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**

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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)**

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**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:

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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:

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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 #:                                       | <b>Overall Risk Assessment Code (RAC) (Use highest code)</b>                                                                                                                                                                                    |                    |               |                   |                         |                 |
| Activity/Work Task:                          | <b>Risk Assessment Code (RAC) Matrix</b>                                                                                                                                                                                                        |                    |               |                   |                         |                 |
|                                              | <b>Severity</b>                                                                                                                                                                                                                                 | <b>Probability</b> |               |                   |                         |                 |
| Date Prepared :                              |                                                                                                                                                                                                                                                 | Frequent<br>(F)    | Likely<br>(L) | Occasional<br>(O) | Seldom<br>(S)           | Unlikely<br>(U) |
| Prepared by:                                 | <b>Catastrophic (C)</b>                                                                                                                                                                                                                         | E                  | E             | H                 | H                       | M               |
|                                              | <b>Critical (Cr)</b>                                                                                                                                                                                                                            | E                  | H             | H                 | M                       | L               |
| Reviewed by:                                 | <b>Marginal (M)</b>                                                                                                                                                                                                                             | H                  | M             | M                 | L                       | L               |
|                                              | <b>Negligible (N)</b>                                                                                                                                                                                                                           | M                  | L             | L                 | L                       | L               |
| Notes: (Field Notes, Review Comments, etc.): | <b>Step 1:</b> Review each "Hazard" with identified safety "Controls" and determine RAC (See above).<br><span style="color: blue;">The RAC is developed after correctly identifying all the hazards and fully implementing all controls.</span> |                    |               |                   |                         |                 |
| References :                                 | <b>P "Probability"</b> is the likelihood to cause an incident, near miss, or accident and identified as: Frequent (F), Likely (L), Occasional (O), Seldom (S) or Unlikely (U).                                                                  |                    |               |                   | <b>RAC Chart</b>        |                 |
|                                              | <b>S "Severity"</b> is the outcome/degree if an incident, near miss, or accident did occur and identified as: Catastrophic (C), Critical (Cr), Marginal (M), or Negligible (N)                                                                  |                    |               |                   | E = Extremely High Risk |                 |
|                                              |                                                                                                                                                                                                                                                 |                    |               |                   | H = High Risk           |                 |
|                                              | <b>Step 2:</b> 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.                                                                                           |                    |               |                   | M = Moderate Risk       |                 |
|                                              |                                                                                                                                                                                                                                                 |                    |               | L = Low Risk      |                         |                 |

| Job Steps                   | Hazards                                                       | Controls                       | P | S | RAC |
|-----------------------------|---------------------------------------------------------------|--------------------------------|---|---|-----|
|                             |                                                               |                                |   |   |     |
|                             |                                                               |                                |   |   |     |
|                             |                                                               |                                |   |   |     |
| <b>Equipment to be Used</b> | <b>Training Requirements/Competent or Qualified Personnel</b> | <b>Inspection Requirements</b> |   |   |     |
|                             |                                                               |                                |   |   |     |
|                             |                                                               |                                |   |   |     |
|                             |                                                               |                                |   |   |     |

# 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<br>/below grade) _____      |
| Abrasion/Cuts _____    | Struck By _____        | Dropping Material &<br>Tools to Lower Level _____ |
| Falls Over 6' _____    | Overhead Work _____    | Moving Machinery _____                            |
| Strains/Sprains _____  | Trip/Slip/Fall _____   | Moving Aircraft _____                             |
| Fire _____             | Cave-in _____          | Other: _____                                      |
| Loud Noises _____      | Heat/Cold Exp. _____   | Other: _____                                      |
| Pinch Points _____     | Electrical Shock _____ |                                                   |
| Other: _____           | Other: _____           |                                                   |

### IDENTIFY HAZARD ELIMINATION

- |                         |                         |                                                           |
|-------------------------|-------------------------|-----------------------------------------------------------|
| Fall Protection _____   | Toeboards/Netting _____ | Be in the Proper Position<br>/Situational Awareness _____ |
| Keep Area Cleaned _____ | Sloping/Shoring _____   | Tools/Materials Secured _____                             |
| Guardrails _____        | Proper Rigging _____    | Coordination with Other<br>Trades _____                   |
| Fire Watch/Exting _____ | Taglines _____          |                                                           |
| Make Eye Contact _____  | Get Help _____          |                                                           |

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 |
|------|-------|---------|
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |

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 \_\_\_\_\_ lbs.

Source of load Wt. information (drawings, calcs, etc.) \_\_\_\_\_

Load Wt. confirmed by: \_\_\_\_\_

B. Crane

- 1. Type of crane \_\_\_\_\_
2. Counterweight \_\_\_\_\_ lbs.
3. Boom length \_\_\_\_\_ ft. / boom configuration \_\_\_\_\_
4. Radius at pick-up \_\_\_\_\_ ft./set-down \_\_\_\_\_ ft.
5. Crane capacity at radius: over rear \_\_\_\_\_ lbs. over side \_\_\_\_\_ lbs. / over front \_\_\_\_\_ lbs.
6. Boom angle at pickup \_\_\_\_\_ ft. / set down \_\_\_\_\_ ft.
7. Max. rated capacity of crane at this boom length, radius and boom angle for this lift \_\_\_\_\_ lbs.
8. Max. load on crane for this lift is \_\_\_\_\_ lbs.
9. Lift is \_\_\_\_\_ % of the crane's rated capacity

C. Jib/Fly

- 1. Erected \_\_\_\_\_ Stowed \_\_\_\_\_ Stored \_\_\_\_\_
2. If jib/fly to be used: length \_\_\_\_\_ angle \_\_\_\_\_
3. Rated capacity of jib/fly from chart \_\_\_\_\_ lbs.

D. Hoist Rope

- 1. Rope diameter \_\_\_\_\_ Number of parts \_\_\_\_\_
2. Lift capacity based on parts \_\_\_\_\_ lbs.

E. Rigging

- 1. Sling configuration (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

## 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                                                                                                                                                                                            |
| <b>(1.) CRANE REQUIREMENTS</b>                                                                                                                                                                                                                                                    |                   |                                                                                                                                                                                                         |
| Contractors and/or users must ensure that all items in this checklist are satisfied, including compliance with all safety requirements prior to making a lift. All precautions and instructions on the decals attached to the crane and the platform must be strictly adhered to. |                   |                                                                                                                                                                                                         |
| <b>Circle Items "Yes" to verify compliance:</b>                                                                                                                                                                                                                                   |                   |                                                                                                                                                                                                         |
| 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.                                                                                              |
| <b>(2.) RIGGING REQUIREMENTS</b>                                                                                                                                                                                                                                                  |                   |                                                                                                                                                                                                         |
| No                                                                                                                                                                                                                                                                                | Yes               | Each bridle leg is connected to the master link, or shackle in a way that ensures the load is evenly distributed between all the bridle legs.                                                           |
| No                                                                                                                                                                                                                                                                                | Yes               | All rigging, wire rope, shackles, rings, master links, and other rigging hardware, have a minimum safety factor of 5:1. NOTE: When non-spin cable is used, a minimum safety factor of 10:1 is required. |
| No                                                                                                                                                                                                                                                                                | Yes               | All wire rope eye fittings are provided with thimbles.                                                                                                                                                  |
| No                                                                                                                                                                                                                                                                                | Yes               | All load hooks are closed with locking type latches.                                                                                                                                                    |
| No                                                                                                                                                                                                                                                                                | Yes               | All rigging equipment for the man basket is exclusively for that use only.                                                                                                                              |
| No                                                                                                                                                                                                                                                                                | Yes               | All rigging has been inspected for kinks or damage of any kind.                                                                                                                                         |
| No                                                                                                                                                                                                                                                                                | Yes               | Shackle pins are of the nut-with-pin-retainer-type.                                                                                                                                                     |

| <b>(3.) MANBASKET REQUIREMENTS</b> |     |                                                                                                                                                                                                                                                                                                         |
|------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No                                 | Yes | The basket has been designed with a 5:1 safety factor by a qualified engineer and welded by a qualified welder.                                                                                                                                                                                         |
| No                                 | Yes | The suspension rigging system has been designed in such a way as to minimize tipping of the man basket                                                                                                                                                                                                  |
| No                                 | Yes | The maximum rated load and maximum capacity is posted on a permanently affixed plate on the man basket.                                                                                                                                                                                                 |
| No                                 | Yes | The guardrail designed to enclose the platform is provided and is enclosed from the toe board to the mid-rail.                                                                                                                                                                                          |
| No                                 | Yes | Body harness anchorage provided.                                                                                                                                                                                                                                                                        |
| No                                 | Yes | The access gate has been designed to open in and is positively prevented from swinging outward while the man basket is in use.                                                                                                                                                                          |
| No                                 | Yes | The access gate must have a positive locking system to prevent accidental opening during operation.                                                                                                                                                                                                     |
| No                                 | Yes | The design allows enough headroom for employees to stand upright.                                                                                                                                                                                                                                       |
| No                                 | Yes | There are no rough edges on any man basket surface.                                                                                                                                                                                                                                                     |
| No                                 | Yes | In addition to hard hats, overhead protection is provided when employees are exposed to falling objects.                                                                                                                                                                                                |
| No                                 | Yes | A trial-lift meeting has been attended by the crane or derrick operator, signal person(s) (if necessary for the lift), employee(s) to be lifted, and the employee responsible for the task to be performed                                                                                              |
| No                                 | Yes | Precautions have been taken to protect employees from any special hazards in the area where the crane and man basket will be operating; for example, power lines or areas where the man basket will be out of the operator's view.                                                                      |
| No                                 | Yes | Special precautions have been taken to protect personnel from electrical hazards. When the crane with a man basket is working near electrical lines or devices, the minimum working clearances shall be at least twice those for material handling operations.                                          |
| No                                 | Yes | A man basket use authorization has been issued dated and properly signed for the task at hand.                                                                                                                                                                                                          |
| No                                 | Yes | The man basket and rigging has been proof-tested to 125 percent of the platform rated capacity.                                                                                                                                                                                                         |
| No                                 | Yes | An unoccupied trial lift loaded to at least the anticipated lift weight has been performed and hoisted to each location where work is to be performed, or to any point where employees are expected to enter or exit the platform. NOTE: The trial lift must be performed each time the crane is moved. |
| No                                 | Yes | A post trial-lift inspection of the crane has been carried out by a designated employee.                                                                                                                                                                                                                |
| No                                 | Yes | The loading is less than 50 percent of the crane-rating chart for all work locations.                                                                                                                                                                                                                   |
| No                                 | Yes | The operator has determined that all systems, controls, and safety devices are activated and functioning properly and that no interferences exist.                                                                                                                                                      |
| No                                 | Yes | The man basket has been hoisted a few inches and has been re-inspected after the trial lift for any deficiencies.                                                                                                                                                                                       |
| No                                 | Yes | Prior to hoisting personnel, the man basket has been hoisted a few inches to verify its hang level.                                                                                                                                                                                                     |
| No                                 | Yes | All hoist ropes are free of kinks.                                                                                                                                                                                                                                                                      |
| No                                 | Yes | Multipart lines are not twisted around each other.                                                                                                                                                                                                                                                      |
| No                                 | Yes | The hook is centered over the load.                                                                                                                                                                                                                                                                     |
| No                                 | Yes | The hoist lines are laying properly on hoist drums and in the sheaves.                                                                                                                                                                                                                                  |
| No                                 | Yes | All post trial lift defects have been corrected.                                                                                                                                                                                                                                                        |
| No                                 | Yes | The crane-bearing surface has been rechecked and crane re-leveled as required.                                                                                                                                                                                                                          |
| No                                 | Yes | Have the crane safety components, dogs, pawls, brakes, etc., have been re-inspected after the trial lift.                                                                                                                                                                                               |
| No                                 | Yes | Travel with the crane is not permitted except where all requirements are satisfied and where not to do so would endanger life                                                                                                                                                                           |
| No                                 | Yes | The operator has been advised that the load and boom hoist drum brakes, swing brakes, and locking devices such as pawls or dogs must be engaged when the occupied personnel platform is in a stationary working position.                                                                               |
| No                                 | Yes | The operator has been advised that the platform must be hoisted in a slow, controlled, cautious manner with no sudden movement of the crane, derrick or platform.                                                                                                                                       |
| No                                 | Yes | The operator has been advised that the platform must be hoisted in a slow, controlled, cautious manner with no sudden movement of the crane, derrick or platform.                                                                                                                                       |
| No                                 | Yes | Employees have been advised to perform tasks specified in the man basket authorized only. NOTE: Only the number of employees needed for the task at hand is allowed to be hoisted.                                                                                                                      |
| No                                 | Yes | All employees have been advised to keep all body parts inside the platform during raising. NOTE: This provision does not apply to an occupant of the platform performing the duties of a signal person.                                                                                                 |
| No                                 | Yes | All employees have been advised that they are not allowed to enter or exit the platform when it is secured to the structure where the work is to be performed unless securing to the structure creates an unsafe situation.                                                                             |
| No                                 | Yes | All employees have been advised that they are not allowed to exit the platform before landing.                                                                                                                                                                                                          |
| No                                 | Yes | All employees have been advised that taglines must be used unless their use would create an unsafe condition.                                                                                                                                                                                           |
| No                                 | Yes | The operator has been advised to remain at the controls at all times while the crane engine is running and the platform is occupied.                                                                                                                                                                    |
| No                                 | Yes | All employees have been advised that platform use must be promptly discontinued if there is any indication of dangerous weather conditions or other impending danger.                                                                                                                                   |
| No                                 | Yes | The operator is in constant contact by standard hand signals or voice communications during operation of crane and man basket.                                                                                                                                                                          |
| No                                 | Yes | All employees have been advised to remain in continuous sight of or in direct communication with the operator or signal person.                                                                                                                                                                         |
| No                                 | Yes | All employees have been advised that the use of a radio is permissible when direct visual contact is not possible, or where the use of a signal person could create a greater hazard.                                                                                                                   |

|    |     |                                                                                                                                                                                                                                                                                                           |
|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No | Yes | All employees occupying the platform have been advised to wear a body belt or harness system, with the lanyard appropriately attached to the lower load block, overhaul ball, or structural member within the personnel platform capable of supporting the fall impact for employees using the anchorage. |
| No | Yes | All employees have been advised to wear a life vest when working over water.                                                                                                                                                                                                                              |
| No | Yes | Employees have been advised to secure materials and tools to prevent displacement during the lift.                                                                                                                                                                                                        |
| No | Yes | All employees have been advised to load the man basket evenly and to only carry tools and materials needed for the task at hand.                                                                                                                                                                          |
| No | Yes | The operator, and all employees that will be using the platform, have been advised that no other object may be lifted on any of the crane load lines while the platform is suspended.                                                                                                                     |
| No | Yes | An audible and visual device has been provided to the personnel in the platform so that they can signal for assistance in the event of an emergency.                                                                                                                                                      |
| No | Yes | Personnel have been advised to stand firmly on the floor of the platform and to not sit or climb on the edge of the platform or use planks, ladders, or other devices for attaining a work position.                                                                                                      |
| No | Yes | If welding is to be performed by employees occupying the platform, the electrode must be protected from touching the metal components of the platform.                                                                                                                                                    |
| No | Yes | Any needed repairs to the crane or man basket used only original manufacturer parts to ensure that the new components are compatible with their original counterparts.                                                                                                                                    |
| No | Yes | Care taken to prevent ropes, electrical cords, and hoses from becoming entangled in the platform when the platform is being moved.                                                                                                                                                                        |
| No | Yes | Operator aids or interlocks have not been altered, modified, or disabled in any way.                                                                                                                                                                                                                      |
| No | Yes | The crane operator responsible for operating the cranes used for personnel handling is a thoroughly trained operator and has related experience operating the subject crane.                                                                                                                              |
| No | Yes | All manuals, operating instructions, and load charts provided have been read and understood by the operating personnel prior to starting the operation.                                                                                                                                                   |
| No | Yes | The operator has ensured that the area surrounding the platform is clear of personnel and equipment before moving the platform.                                                                                                                                                                           |
| No | Yes | Prior to the trial lift at each new location, a pre-lift meeting has been held, and is also held for any new employee assigned to the man basket.                                                                                                                                                         |
| No | Yes | All deficiencies discovered in post-trial-lift inspection have been corrected.                                                                                                                                                                                                                            |
| No | Yes | All employees attending the pre-lift meeting signed the roster for the meeting.                                                                                                                                                                                                                           |
| No | Yes | The trial-lift calculation sheet has been completed, signed and dated.                                                                                                                                                                                                                                    |

**(4.) PERSONNEL PLATFORM WEIGHT CALCULATION SHEET**

- Platform Rated Capacity \_\_\_\_\_
- 125 Percent Proof Test \_\_\_\_\_  
*(NOTE: Suspended load for 5 minutes)*
- Number of Occupants x 250 lb. each \_\_\_\_\_
- Tools plus materials in platform \_\_\_\_\_
- Misc. weight not otherwise listed \_\_\_\_\_
- Tare Weight of Platform Plus Rigging \_\_\_\_\_
- Total Occupied Weight of Platform \_\_\_\_\_
- Hoist Line Cable Weight: \_\_\_\_\_
- Headache Ball Weight \_\_\_\_\_
- Load Block Weight \_\_\_\_\_
- Rooster Sheave Weight \_\_\_\_\_
- Effective JIB Weight: \_\_\_\_\_
- (If Hoisting on Main 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](http://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](http://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 L PROJECT SAFETY ORIENTATION TRAINING ACKNOWLEDGEMENT

|                                   |                                    |
|-----------------------------------|------------------------------------|
|                                   | Badge #:                           |
| Name of Employee:<br>(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.

### 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: \_\_\_\_\_



**Employee Injury Investigation Form**

|                                             |                                                 |                                                             |                                        |                                           |                                         |                                  |                                |
|---------------------------------------------|-------------------------------------------------|-------------------------------------------------------------|----------------------------------------|-------------------------------------------|-----------------------------------------|----------------------------------|--------------------------------|
| <b>1.</b> Injured Employee's Name           | <b>2.</b> Contractors Name                      | <b>3.</b> Date/Time of Injury                               | <b>4.</b> Supervisors/Foreman Name     | <b>5.</b> Specific Location of Injury     |                                         |                                  |                                |
| <b>6.</b> Employee's Occupation             | <b>7.</b> Employee's Job Task at time of Injury |                                                             | <b>8.</b> Length of Service on Project | <b>9.</b> Length of Service with Employer |                                         |                                  |                                |
| <b>10.</b> Description of what happened     |                                                 |                                                             |                                        |                                           |                                         |                                  |                                |
| <b>11.</b> Part of Body Injured or Affected |                                                 |                                                             | <b>12.</b> Nature of Injury            |                                           |                                         |                                  |                                |
| <b>13.</b> 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 |                                  |                                |
| <b>14.</b> Contributing Causes to Injury    |                                                 |                                                             |                                        |                                           |                                         |                                  |                                |
| <b>15.</b> Root Cause of Injury             |                                                 |                                                             |                                        |                                           |                                         |                                  |                                |
| <b>16.</b> Probable Recurrence              | <input type="checkbox"/> Frequent               | <input type="checkbox"/> Occasional                         | <input type="checkbox"/> Rare          | <b>17.</b> Loss Severity Potential        | <input type="checkbox"/> Major          | <input type="checkbox"/> Serious | <input type="checkbox"/> Minor |
| <b>18.</b> Preventive Measures              |                                                 |                                                             |                                        |                                           |                                         |                                  |                                |

|                                                                                                   |                                                        |                                                                                 |                                                            |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>19.</b> Injured employee's description of what happened (attach sheet for additional comments) |                                                        |                                                                                 |                                                            |
| <b>20.</b> Witness names and description of incident (attach sheet for additional comments)       |                                                        |                                                                                 |                                                            |
| <b>21.</b> Supervisors description of incident (attach sheet for additional comments)             |                                                        |                                                                                 |                                                            |
| <b>22. Specific corrective actions or preventative measures taken</b>                             |                                                        |                                                                                 |                                                            |
| Corrective action taken                                                                           | Person responsible                                     | Target completion date                                                          | Date completed                                             |
|                                                                                                   |                                                        |                                                                                 |                                                            |
|                                                                                                   |                                                        |                                                                                 |                                                            |
|                                                                                                   |                                                        |                                                                                 |                                                            |
|                                                                                                   |                                                        |                                                                                 |                                                            |
|                                                                                                   |                                                        |                                                                                 |                                                            |
| <b>23. Attached supporting documentation (required)</b>                                           |                                                        |                                                                                 |                                                            |
| <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

|                                                                                           |                                   |                                     |                                    |
|-------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------|------------------------------------|
| <b>1.</b> Names of parties involved                                                       | <b>2.</b> Contractors Name        | <b>3.</b> Date/Time of Injury       | <b>4.</b> Supervisors/Foreman Name |
| <b>5.</b> Description of incident                                                         |                                   |                                     |                                    |
| <b>6.</b> Description of damages                                                          |                                   |                                     |                                    |
| <b>7.</b> Contributing causes to incident                                                 |                                   |                                     |                                    |
| <b>8.</b> Root cause of incident                                                          |                                   |                                     |                                    |
| <b>9.</b> Probable Recurrence                                                             | <input type="checkbox"/> Frequent | <input type="checkbox"/> Occasional | <input type="checkbox"/> Rare      |
| <b>10.</b> Loss Severity Potential                                                        | <input type="checkbox"/> Major    | <input type="checkbox"/> Serious    | <input type="checkbox"/> Minor     |
| <b>11.</b> Preventive Measures                                                            |                                   |                                     |                                    |
| <b>12.</b> Employee's description of what happened (attach sheet for additional comments) |                                   |                                     |                                    |

|  |
|--|
|  |
|--|

|                                                                                             |
|---------------------------------------------------------------------------------------------|
| <b>13. Witness names and description of incident (attach sheet for additional comments)</b> |
|---------------------------------------------------------------------------------------------|

|                                                                                       |
|---------------------------------------------------------------------------------------|
| <b>14. Supervisors description of incident (attach sheet for additional comments)</b> |
|---------------------------------------------------------------------------------------|

| <b>15. Specific corrective actions or preventative measures taken</b> |                    |                        |                |
|-----------------------------------------------------------------------|--------------------|------------------------|----------------|
| Corrective action taken                                               | Person responsible | Target completion date | Date completed |
|                                                                       |                    |                        |                |
|                                                                       |                    |                        |                |
|                                                                       |                    |                        |                |
|                                                                       |                    |                        |                |
|                                                                       |                    |                        |                |
|                                                                       |                    |                        |                |
|                                                                       |                    |                        |                |

|                                                         |                                               |                                                                                 |                                                                     |                                             |
|---------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------|
| <b>16. Attached supporting documentation (required)</b> |                                               |                                                                                 |                                                                     |                                             |
| <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.

**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:

**Contractor's Monthly Safety Report**

(Due 1<sup>st</sup> Tuesday of each month)

Contractor Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Data for Month/Year of: \_\_\_\_\_

| INCIDENT TYPES<br><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                                                               |                        |              |                 |              |                            |                     |                        |
| <b>OSHA RECORDABLE AND FIRST AID INCIDENTS:</b>                             |                        |              |                 |              | <b>Current Month</b>       | <b>Year to Date</b> | <b>Project to Date</b> |
| <i>Please classify below and also complete on page 2 with details:</i>      |                        |              |                 |              |                            |                     |                        |
| Fall (e.g., floors, platforms, roofs)                                       |                        |              |                 |              |                            |                     |                        |
| Struck by (e.g., falling objects, vehicles, equipment)                      |                        |              |                 |              |                            |                     |                        |
| Caught in/between (e.g., cave-ins, unguarded machinery, equipment)          |                        |              |                 |              |                            |                     |                        |
| Electrical (e.g., overhead power lines, power tools/cords, outlets, wiring) |                        |              |                 |              |                            |                     |                        |
| Other (e.g., cuts, burns, and other items not covered above)                |                        |              |                 |              |                            |                     |                        |
| <b>EMPLOYMENT INFORMATION</b>                                               |                        |              |                 |              |                            |                     |                        |
| <i>(Includes all Subcontractors)</i>                                        |                        |              |                 |              |                            |                     |                        |
| Average Daily Number of Employee's (FTE's)                                  |                        |              |                 |              |                            |                     |                        |
| Total Hours Worked by Employees                                             |                        |              |                 |              |                            |                     |                        |
| <b>PROJECT SAFETY ACTIVITIES</b>                                            |                        |              |                 |              |                            |                     |                        |
| 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 |
|------|-------------------|------------------------------|
|      |                   |                              |
|      |                   |                              |

## **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/](http://www.coworkforce.com/dwc/).

**COLORADO DIVISION OF WORKERS' COMPENSATION  
633 17<sup>TH</sup> 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. 58<sup>th</sup> 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. 26<sup>th</sup> Ave., Building A, Suite 300  
Denver, CO 80211  
303.831.9393**

**Hours: M-F 7 a.m. to 6 p.m.  
Occupational Medicine**



**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 58<sup>th</sup> 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](mailto: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](mailto:kendall_trump@ajg.com)

**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 26<sup>th</sup> 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

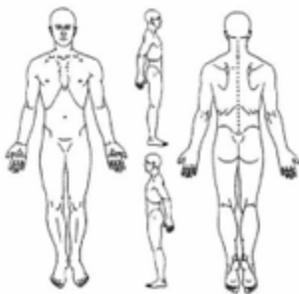
Date of Injury: \_\_\_\_/\_\_\_\_/\_\_\_\_

Is a post-accident drug screen required?

Yes  No

If yes, mark below:

- Drug Screen
  - D/S – DOT
  - D/S – Non-DOT
  - Collection Only
- Breath Alcohol
  - DOT
  - Non-DOT



(Indicate location of injury on the diagram)

Describe how the injury happened and any additional details below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other Services

**Substance Abuse Screens**

- Breath Alcohol Test
- Drug Screen
- \*Choose one:
- DOT or
- Non-DOT

AND:

**Available Testing:**

- Hair  ~~SECRET~~ collection only
- Lab (Must provide Chain of Custody form)

- Post-Accident
- Pre-Employment
- Random
- Reasonable Suspicion

**Medical Physicals**

- Pre-employment  Recertification
- Basic Medical
- Comprehensive Medical
- DOT
- Hazmat
- Respirator

**Other Services**

- Audiogram
  - Baseline
  - Annual
- Vision

**Other**

- Lift Test/Evaluation
- \* Set-up required and restrictions apply
- Respirator Questionnaire Review Only
- 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

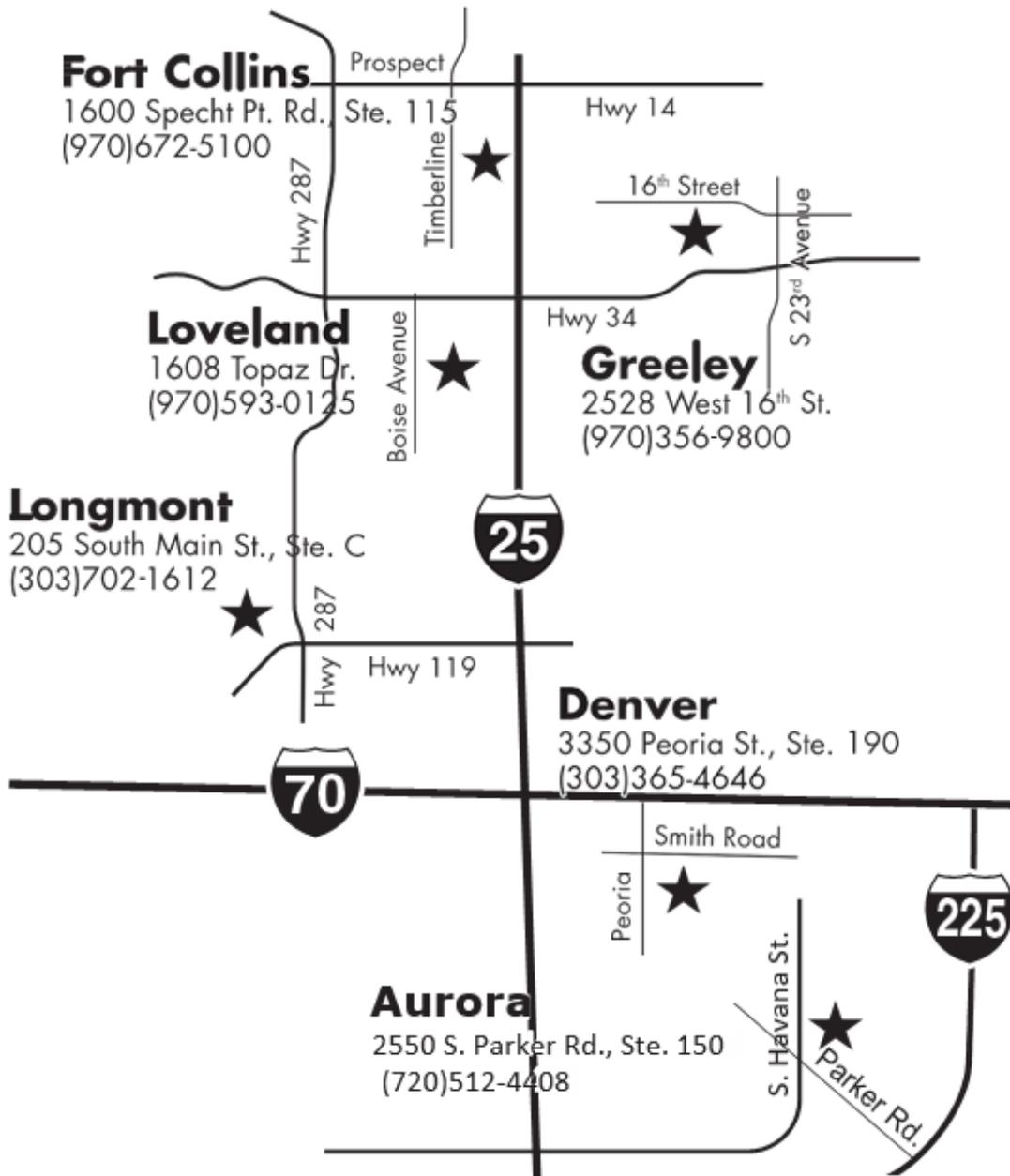
**WORKWELL Occupational Medicine Clinic**  
1600 Specht Point Road, Ste 115  
Fort Collins, CO 80525  
Phone: 970-672-5100  
Fax: 970-672-5105  
Hours: 8am-5pm Monday-Friday

**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





# 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 Speech:  Normal  Incoherent  Slurred  Silent  
 Confused  Slowed  Whispering  Other:

Awareness:  Normal  Confused  Mood Swings  Euphoria  Lethargic  
 Lack of Coordination  Paranoid  Disoriented  Other:

5. Motor Skills Balance:  Normal  Swaying  Falling  Staggering  Other:

Walking & Turning:  Normal  Swaying  Arms Raised For Balance  
 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.