

## **CONTRACT**

**THIS CONTRACT**, made and entered into as of the date indicated on the City signature page below, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", TURNER-FLATIRON, Joint Venture, a Colorado corporation, hereinafter referred to as the "CONTRACTOR" or "CMR".

## **WITNESSETH**

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction of the Concourse Expansion Program issued under Contract No. 201631723, Concourse Expansion Program, Denver International Airport; and

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

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

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

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

Appendix No. 1	Standard Federal Assurance
Exhibit A	Scope of Work
Exhibit B	Prevailing Wage Rate Schedule
Exhibit C	Project Schedule
Exhibit D	Minority and Women Business Enterprise Participation MBE/WBE Compliance Plan
Exhibit E	General Conditions (table of contents only attached)
Exhibit F	Special Conditions
Exhibit G	Performance and Payment Bond
Exhibit H	General Requirements (Division 1)
Exhibit I	Project Office Lease
Exhibit K	Fringe Benefit Multiplier
Exhibit L	Core Staff Labor Rates

Exhibit Q	Rolling Owner Controlled Insurance Program (ROCIP)
Exhibit R	Building Information Modeling
Exhibit S	Contractor General Conditions, Preconstruction, Fee and Cost of Work Matrix
	Contract Drawings and Technical Specifications as incorporated through Task Order CGMPs

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

1. Appendix No. 1
2. City authorized Amendments to the Contract Documents
3. Articles I through XIV of this Contract
4. Exhibit A – Scope of Work
5. Exhibit F – Special Conditions
6. Exhibit E – General Conditions (table of contents only attached)
7. City-authorized Change Orders and CGMPs issued pursuant to the Contract Documents.
8. Exhibit S – Contractor General Conditions, Preconstruction, Fee and Cost of Work Matrix
9. Exhibit B – Prevailing Wage Rate Schedule
10. Exhibit D – Minority and Women Business Enterprise Participation MBE/WBE Compliance Plan
11. Exhibit G – Performance and Payment Bond
12. Exhibit Q – Rolling Owner Controlled Insurance Program (ROCIP)
13. Exhibit C – Project Schedule
14. Exhibit R - Building Information Modeling
15. Exhibit H – General Requirements (Division 1)
16. Technical Specifications except that if, and to the extent that, the Technical Specifications provide for a higher standard or more stringent requirements than the General Conditions, the Technical Specifications shall be given precedence in such respects.
17. Technical Specifications shall be given precedence over Contract Drawings.
18. Larger scale drawings shall be given precedence over smaller scale drawings, for example: 1" = 1' is larger scale than 1" = 40' and 1" = 1' is larger scale than 1/8" = 1'. Where appearing on drawings, computed dimensions shall govern over scaled dimensions.
19. In the event of conflict or inconsistency between provisions of the Technical Specifications, the more stringent shall be given precedence over the less stringent.
20. Exhibit I – Project Office Space Lease

**ARTICLE II - SCOPE OF WORK:** The Contractor agrees to and shall furnish all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required

to do, perform and complete all of the Work described, drawn, set forth, shown and included in said Contract Documents.

**ARTICLE III - TERMS OF PERFORMANCE:** The Contractor agrees to begin the performance of the Work required under this Contract within ten (10) days after being notified to commence work by the Senior Director – Airport Infrastructure Management and agrees to fully complete the Work in its entirety within the time frame established herein. The Work shall be completed on the date which the Project reaches Final Completion. This period of performance is also referred to as Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

The Term of this Agreement shall commence upon execution of this Agreement (“Effective Date”), and shall terminate five years from the Effective Date, unless sooner terminated as provided in this Agreement (“Contract Term”). The City, in the CEO’s sole discretion, may elect to extend the term of this agreement for three additional one year terms. The election to extend, shall also extend all terms and conditions found in the Contract Documents.

If, at the end of the Contract Term, there remains any outstanding Work to be completed, the Senior Director of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Contract.

**ARTICLE IV –GUARANTEED MAXIMUM PRICE:**

A. Determination of Guaranteed Maximum Price (GMP). The GMP is the total cost of Work required for each construction Project. The GMP price will be developed by Component Guaranteed Maximum Price (CGMP) for separate procurement packages. CGMPs will be issued as separate task orders under the GMP. To support the owner’s goal for commencement of construction prior to full design completion, the CMR shall deliver to City CGMP Proposal for each procurement packages. The CMR shall also deliver CGMP Supporting Documents for each CGMP at times designated by the City throughout the Project. The CMR shall include with its CGMP proposal a written statement of its basis (the "CGMP Supporting Documents"), which shall include:

1. Section 1: A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the CGMP proposal.
2. Section 2: A list of Allowance Work items and a statement of their basis. Allowances are subject to approval by City and shall be paid from the applicable allowance budget.
3. Section 3: A list of the clarifications and assumptions made by the CMR in the preparation of the CGMP proposal to supplement the information contained in the Plans and Specifications.

4. Section 4: The proposed CGMP, including but not limited to a line item schedule of costs organized by trade categories, professional services billing rates, allowances, contingency, and other items and the associated fees that comprise the CGMP.
5. Section 5: A schedule of values summary that shows the previous schedule of values, adjustments for the proposed CGMP and resulting revised schedule of values of the Work.
6. Section 5: The Date of Substantial Completion upon which the proposed CGMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
7. Section 7: An analysis of the total revised CGMP construction budget and updated project schedule incorporating all previously accepted CGMP proposals.
8. Section 8: The M/WBE compliance plan in sufficient detail to demonstrate achieving 24% participation for the contracted amount.

**B. CGMP Proposal Review.** The CMR shall meet with the City and Designer to review the CGMP proposals and the written statement of its basis. If the City or Designer discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CMR, who shall make appropriate adjustments to the CGMP proposal, its basis or both. The City shall authorize and cause the Designer to revise the Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the CGMP. Such revised Plans and Specifications shall be furnished to the CMR in accordance with schedules agreed to by the City, Designer and CMR. The CMR shall promptly notify the Designer and City if such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

**C. Acceptance of CGMP.** Upon agreement by the Designer, City and Contractor on the plans and specifications, the schedule and the CGMP Costs for each CGMP, the parties shall execute a Task Order CGMP. No work will begin until the Task Order CGMP is issued by the City.

**D. Rejection of CGMP.** If the City rejects the CGMP, the proposal shall be deemed withdrawn and of no effect. In such event, City and CMR shall meet and confer as to how the CGMP will proceed, with the following options available to the City:

1. City may suggest modifications to the CGMP proposal or the CGMP design as reasonably required to accommodate the Construction Budget, and the CMR shall submit a revised CGMP proposal based upon the new scope of Work and the approval process will recommence or;

2. City may remove the CGMP in part or entirely from the Work and construct the scope of that Work using another CMR or general contractor. In such case, the General Conditions Costs shall be adjusted for the scope of Work reduction.

The CMR acknowledges that any CGMP is subject to further development and value engineering by the City, Designer and CMR. Such further development and value engineering may include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated into the final approved Task Order CGMP by Change Order with a corresponding CGMP adjustment.

**E. Subcontracting.** The CMR must solicit proposals for trade packages for procurement of all Work, including long lead items, materials, and other required services. Solicitations shall be prepared in accordance with the following guidelines.

1. The CMR shall provide to the City and the City's Representative drafts of the proposed Subcontract forms for review and comment.
2. Contracts over \$5,000 but not exceeding \$50,000 may be entered into by the CMR with the firm that submits the lowest written quotation. The CMR shall obtain a minimum of three (3) written quotations. The quotations shall be entered separately on a bid tabulation sheet. The successful quotation shall be confirmed by written subcontract or purchase order defining the scope, cost, schedule, and quality of Work to be provided.
3. Contracts exceeding \$50,000, but not exceeding \$500,000 may be entered into by CMR with the lowest, responsive, qualified proposer. The CMR shall advertise all subcontract opportunities and should receive at least three (3) written proposals or bids. The written proposals or bids shall all be opened by the CMR at the location, date, and time named by the City. A tabulation of bid results shall be provided to the City within ten (10) business days after opening, unless more time is agreed to by the Project Manager.
4. Contracts exceeding \$500,000 may be entered into by CMR with the firm that is qualified and submits the most advantageous proposal to the City. The Construction Manager shall advertise the pre-qualification or bidding opportunities and procedures for these solicitations in accordance with the Contract Documents. Subcontractors shall provide bids or proposals based on approved plans and specifications. Bids and proposals shall be received and opened by the CMR at the location, date, and time named by the City. A tabulation of bid results shall be provided to the City within ten (10) business days after opening, unless more time is agreed to by the Project Manager.
5. Individual purchases of materials or rentals or leases of equipment amounting to less than \$5,000 each may be made without bids or quotes when reasonably

necessary to expedite the Work; however, the CMR shall not divide or separate the procurement in order to avoid the requirements set forth above.

6. Site utilities may be acquired at market rates from local utility providers.
7. Subcontractor solicitations shall be conducted in an open and transparent manner. The CMR shall analyze all bids or proposals and provide an award recommendation to the Project Manager. The City will review the award recommendation and provide written approval or denial of the award within three (3) business days of receipt of the recommendation.
8. The CMR shall carry out an active program of stimulating interest of qualified Subcontractors in bidding on the Work and of familiarizing them with the Subcontract's requirements.
9. The Project Manager may, in his/her sole discretion, waive any of the subcontractor competitive solicitation processes set forth above if the waiver would be in the best interest of the City and the Project.

F. Self-Performance of Work. CMR may self-perform work subject to the Self-Performance limitations set forth in the Special Conditions SC-6.

G. Contractor's Contingency. A Contractor contingency amount may be included as a specified amount in the CGMP. It is further understood and agreed that such contingency funds are to be used for costs to complete work considered to be within the original scope of Work, including issued change orders or CGMP revisions, but which exceed the established estimated costs. Use of contingency funds is for work which could have been reasonably anticipated based upon the information available at the time the cost estimate was established. Use of contingency funds is for following:

1. Those items that were included in the proposal drawings and specifications that Contractor missed in proposing the CGMP.
2. Those items that were included in the proposal drawings and specifications that the Contractor underpriced in proposing the CGMP.
3. Schedule acceleration or schedule mitigation as required to meet contract milestones, or as deemed necessary by the Contractor to improve the project schedule when required.
4. To cover higher costs for replacing a subcontractor which are not covered by subcontractor default insurance or surety.
5. Damage caused by an unidentified trade, the Contractor must conduct an investigation to verify the extent of damage ("Trade Damage").

6. Other items not outlined above, may be approved in advance by the City.

The Contractor shall notify DEN before committing any contingency. All remaining funds in the Contractor's Contingency upon substantial completion of a Task Order CGMP shall be credited to future CGMPs in accordance with SC-11.

G. Owner's Contingency. The Owner's contingency is a separate and exclusive contingency to be used at the sole and exclusive discretion of the Senior Director of AIM or the approved Project Manager. Owner's contingency may be provided by the City for increase in project costs that result in owner directed changes or differing site conditions, as set forth in GC 1401, but excluding conditions identified in GC 1402.

**ARTICLE V - TERMS OF PAYMENT:**

A. Maximum Contract Amount. The maximum contract amount is Seven Hundred Million Dollars and No Cents (\$700,000,000.00) (the "**Maximum Contract Amount**"). The City agrees to pay the Contractor for the performance and completion of all Work required by this Contract through the issuance of authorized CGMPs, in accordance with the Contract Documents. CGMPs shall be paid based on actual costs incurred which shall in no event exceed the authorized CGMP amount. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the Maximum Contract Amount, as modified by any duly authorized Change Order, specified herein.

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

B. Preconstruction Costs. The Preconstruction Costs shall be payable to CMR based on approved hourly rates for the CMR personnel on an actual-hours-worked basis plus City approved allowable reimbursable expenses, up to a maximum, Not-to-Exceed (NTE) sum all of which are identified in the CGMP. The Preconstruction services shall include constructability review services, cost estimating, development of the project schedule, and all other Preconstruction Phase Services, as described in the Scope of Work, Exhibit A. Preconstruction costs shall be included as a separate line item in the Contractor's General Conditions. Preconstruction costs shall be calculated for the duration of the preconstruction phase as provided in the Project Schedule, Exhibit C.

If CMR's costs for provision of Preconstruction Phase Services exceed the Preconstruction Costs NTE sum, CMR shall perform the required service without additional reimbursement unless Preconstruction NTE amount is increased by an approved revision. CMR shall be entitled to a three percent (3%) CMR Fee on the Preconstruction costs. City shall pay the Preconstruction Costs on an actual-hours worked basis with each application for payment during the Preconstruction Phase.

C. Cost of the Work. “Cost of the Work” means the direct costs necessarily incurred by the CMR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, bonds, insurance, applicable taxes and related items. The Cost of the Work shall not include any Preconstruction Costs or the CMR Fee.

1. Direct Costs – Labor. Labor costs include actual paid wages of onsite field and office construction workers (including authorized overtime) incurred for the Work. Wages paid must meet the hourly rate requirements established in the General Conditions. Labor costs include costs paid or incurred by the Contractor for office overhead, payroll taxes, insurance, contributions, assessments and benefits including customary benefits such as sick leave, medical and health benefits, holidays, vacations, and retirement contributions provided such costs are based on wages and salaries included in the cost of Work as set forth on Exhibit K. The Exhibit K multiplier shall not be applied to employees covered by DRMC § 20-76. Costs for materials and equipment shall be itemized separately and shall not be included in the direct labor costs.
2. Direct Costs – Materials and Equipment. Actual costs, including transportation of materials and equipment incorporated or to be incorporated into the construction. The City has the right to confirm that costs submitted do not exceed Fair Market Value (the estimated price a reasonable purchaser would pay) and pay only Fair Market Value if costs submitted are not reasonable. Unused excess materials shall be provided to the City at the completion of the Work. The City shall not pay for unreasonable quantities of excess materials. No payment will be made for materials and equipment not incorporated in the Work unless specifically authorized by the City.
  - i. Actual costs including transportation, installation, maintenance, dismantling, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the Contractor, which are provided by the Contractor at the project site. The City has the right to confirm that costs submitted do not exceed Fair Market Value and pay only fair market value if costs submitted are not reasonable. Items not fully consumed during the performance of the Work shall be returned to the City unless directed otherwise.
  - ii. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the Contractor, which are provided by the Contractor at the Project Site, whether rented from the Contractor or others and costs of transportation. Installation, minor repairs and replacements, dismantling and removal thereof. Rental costs shall be assessed according to the General Conditions.

- iii. The Contractor shall maintain a detailed inventory for all equipment worth one thousand dollars (\$1,000.00) or more when put into service on this Contract. The inventory shall be submitted to the City upon request. For each non-rental piece of equipment, the inventory should contain: original purchase price or acquisition cost, acquisition date, mileage or hour reading at acquisition and disposition, and final disposition. At the completion of the Contract the Contractor shall transfer possession of any remaining job-owned equipment to the City or, at the option of the City, may keep equipment for an appropriate credit to job cost, which will be mutually agreed to by the City and the Contractor.
- 3. Additional Reimbursable Costs. Additional reimbursable costs may include that portion directly attributable of premiums for required insurance and bonds. All premiums for any insurance and bonds required by the Contract shall reflect the net actual costs to the Contractor after taking into consideration cost adjustments for experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.
  - a. Additional reimbursable costs may also include:
    - i. Sales or similar taxes imposed by a governmental authority which are related to the scope of Work.
    - ii. Fees and assessments for permits, licenses and inspections which the contractor may be required to pay.
    - iii. Fees for testing laboratories for tests required by the Contract to be performed on behalf of the Contractor.
  - b. Subcontract Default Insurance Program and Subcontractor Bond Program
    - i. The decision to use of a subcontractor default insurance program (SDI) or a Subcontractor Bond Program on this Project will be made within 120 days of NTP. As it relates to either program, the parties agree to the following:
      - 1. In the event that the Contractor elects to utilize a subcontractor default insurance program (SDI), the premium percentage will be paid on an actual basis and will not exceed the maximum premium reimbursement amount of 1.25% of the total amount of subcontracts enrolled in such an insurance program. Enrollment in any such program will be limited to subcontractors who have a direct contractual relationship with the Contract, with a contract value in excess of \$250,000. Any Contractor costs incurred in connection with the contractor's SDI program that exceeds the amount reimbursed by the Owner under the formula in this paragraph will be considered to be covered by the Contractor's fee.
      - 2. If a Subcontractor Bond Program is selected, the net cost to purchase any such bonds will be reimbursed in lieu of the 1.25%. At no time will costs for Subcontractor bonds and SDI be charged for the same subcontractor.

3. Any deductible which is payable under the SDI is a non-reimbursable cost and will not be included in CGMP Cost but shall be included in the 1.25% SDI rates.
4. If a SDI policy is utilized, it shall remain in place through the warranty period. If the SDI policy is cancelled or voided during the Term of the Agreement, any additional expenses associated with the cancellation or replacement of the policy shall be a non-reimbursable expense born by the Contractor.
5. In accordance with the Audit provisions of the Contract Documents, the SDI program shall be maintained through use of a reasonable accounting system which will allow the City to readily identify and audit all expenses and costs associated with the SDI program.
6. If a the Contractor elects to utilize a subcontractor bond program in lieu of the SDI, the net cost to purchase any such bonds will be reimbursed at the rate 1.25%. At no time will costs for Subcontractor bonds and SDI be charged for the same subcontractor.

4. CMR Fee shall include profit only.

D. Establishment of CMR Fee. The "CMR Fee" shall be calculated as 3% of the Estimated Cost of the Work, Contractor's General Conditions, Preconstruction, Bonds and Insurance. In making such calculation, the Estimated Cost of the Work shall exclude the Preconstruction Costs, the CMR Fee itself, and any other cost or charge for which this Contract states is not to be included in calculating the CMR Fee, but shall include Allowances, selected alternates, and reasonable CMR contingencies as designated in the CGMP Supporting Documents. City shall pay the CMR Fee ratably with each application for payment during the Construction Phase based on the actual costs incurred during that period.

E. Adjustments to CMR Fee. Unless the parties agree in writing to the contrary, any Change Order that increases or decreases any CGMP shall adjust the CMR Fee then in effect by multiplying the percentage shown in subsection D "Establishment of CMR Fee" above by the change in the Estimated Cost of the Work reflected in such approved Change Order. In addition, if the Contract is terminated for any reason prior to full completion of the Work (including, without limitation, termination during or following performance of Early Work), the CMR Fee shall be limited to the total CMR Fee multiplied by the percentage of Work completed and accepted at the time of termination.

F. CGMP Payment Summary. The City agrees to pay the CMR for the performance and completion of all of the Work as required by the Contract Documents, and the CMR agrees to accept as its full and only compensation the Contract Amount to be calculated in accordance with the following formula:

**(Cost of the Work (COW) + Contractor's General Conditions) \* 1 + CMR Fee  
percentage = CGMP Cost**

Costs in excess of the CGMP and all CGMPs shall be paid by the CMR without reimbursement by the City. Payment hereunder will be in accordance with the provisions of the Contract Documents, including Titles 9 and 11 of the General Contract Conditions as modified by the Special Conditions, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Contract from the City and County of Denver Airport System, Operations and Maintenance and Capital Improvement funds. The City has no obligation to make payments from any other fund or source or to make additional appropriations or allocations to such fund to satisfy such costs or other obligations.

**ARTICLE VI - LIQUIDATED DAMAGES AND INCENTIVES:** It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to complete the Work described in a Milestone area within the time set forth in a CGMP or completes the work ahead of schedule, the City may suffer substantial damages or benefits, which damages or benefits would be difficult to accurately determine. When drafting the final CGMP, the parties hereto will consider the possible elements of damages and/or benefit for early completion and mutually agree that the amount of liquidated damages and/or incentive for the Contractor's failure to substantially complete the Work within the Contract Time shall be those amounts listed in that CGMP. Liquidated damages are not a penalty, but agreed to be a reasonable pre-estimate of damages the City will incur as a result of delayed completion of the Work. The liquidated damages and/or incentive amounts shall be those amounts listed in the final CGMP and based on the Substantial Completion date. The Contractor's liability for liquidated damages shall not exceed an aggregate amount to be agreed upon in a CGMP. If the Parties are unable to reach an agreement, the liquidated damages amount shall be set at a minimum of twenty thousand dollars (\$20,000.00) a day.

If the Contractor shall fail to pay such liquidated damages, which are agreed upon within each respective CGMP, promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and the CGMP's. The scheduled milestone incentive is met if the contractor reaches Substantial Completion of the milestone incentive area. The detail of each milestone incentive is set forth in the appropriate CGMP. Punch list and other minor remaining Work shall not be cause for withholding the incentive payment. In the event schedule impacts occur that are outside of the Contractors control, a day for day delay will be added to the milestone dates. The determination of whether the delay was outside of the Contractors control shall be made by the Project Manager. These key milestones provide interim measurement of project schedule accomplishments.

**ARTICLE VII - DISPUTES:** It is agreed and understood by the parties hereto that disputes regarding this contract shall be resolved by administrative hearing held in accordance with

DRMC 5-17 and following the procedures described the Contract and in accordance with Rule 250.

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

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

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

**ARTICLE XI - APPROVALS:** In the event this Contract has a Maximum Contract amount of Five Million Dollars (\$5,000,000.00) or more, approval by the Board of Councilmen of the City and County of Denver, acting by Resolution in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and performance of this Contract.

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

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

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

**ARTICLE XV - COORDINATION OF SERVICES:** The Contractor agrees to perform its Work under this Contract in accordance with the operational requirements of the City, and all Work and movement of personnel or equipment on areas included within the DEN site shall be subject to the regulations and restrictions established by the City or its authorized agents.

**ARTICLE XVI - COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the Work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, and with the charter, ordinances (including DEN's Bond Ordinance) and rules and regulations of the City and County of Denver.

**ARTICLE XVII – PROMPT PAY:**

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

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

C. In accordance with DRMC 20-109(e) and GC 909.1(h), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their complete and responsive form within sixty (60) days of the completion of the Work included on the invoice shall be deemed untimely.

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

**ARTICLE XIX – COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** This Contract is subject to all applicable provisions of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), and referred to in this Contract as the "M/WBE Ordinance". In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of Twenty-Four percent (24%) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of

the approved Small Business Enterprise Compliance Plan, as more fully set forth in Exhibit D. Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 D.R.M.C. and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, D.R.M.C. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

#### **ARTICLE XX – ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**ARTICLE XXI – FEDERAL PROVISIONS:** This Contract is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport. The provisions of the attached Appendices A - E are incorporated herein by reference.

**General Civil Rights** - The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds the Contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**Federal Fair Labor Standards Act** - This Contract incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Contract. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address

any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act - This Contract incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Energy Conservation Requirements - Contractor and Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

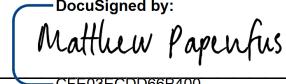
The Parties acknowledge that as of the date of execution of this Contract, no Federal Funds are being used to fund this project.

Contractor covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Contractor covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request City to enter into any litigation to protect the interests of City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

[END OF PAGE]

**Contract Control Number:** PLANE-201631723-00

**Contractor Name:** Turner-Flatiron, Joint Venture

By:   
Matthew Papenfus  
CFE03ECDD66B400...

 DS  
AW

Name: Matthew Papenfus  
(please print)

Aaron Wiebelhaus

Title: SVP  
(please print)

General Mgr & VP

**ATTEST: [if required]**

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

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

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



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

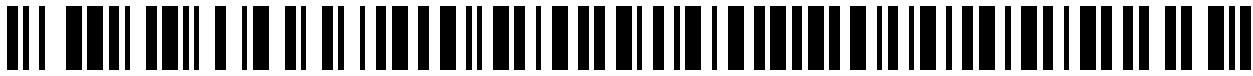
APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



## **Appendix No. 1**

### **Standard Federal Assurances and Nondiscrimination Non-Federal Construction Provision**

## **APPENDIX 1-A**

### **GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

The term "sponsor" shall mean the "City."

During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and

will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX 1-C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

As used below, the term "sponsor" will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

## **APPENDIX 1-D**

### **STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES**

As used below, the term "sponsor" will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## **APPENDIX 1-E**

### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES**

The term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

## **APPENDIX 1-F**

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

## **APPENDIX 1-G**

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



## **EXHIBIT A - SCOPE OF WORK**

# **CONCOURSE EXPANSION PROJECTS**

### **INTRODUCTION**

Denver International Airport (DEN) is a commercial air carrier facility located 23 miles northeast of the metropolitan Denver area. The airport proposes to expand mainline gate capacity on Concourse A, Concourse B, and Concourse C to serve domestic and international routes. Each project will be designed to LEED gold V4.0 standards in accordance with Executive Order 123 2.0 (a.). The project will also correctly resize hold rooms and create additional office space for ongoing operations at DEN.

The scope of services includes schematic design, design development, construction documents, construction administration, and project closeout. Designs and plans shall be prepared in accordance with DEN building information modeling (BIM) standards with approved software packages as outlined in 2017 BIM Design Standards Manual (DSM) including approved versions of Revit and AutoCAD Civil3D. Coordination with airlines, concessionaires, airport operations, and ground transportation, the FAA and City and County of Denver will be critical to the success of this project. Previous experience working at active concourse gates will be necessary.

### **PROJECT DESCRIPTION**

DEN proposes to design and construct the concourse expansion program (CEP). Each project will be designed and constructed using Construction Manager at Risk (CMR) delivery. Each expansion project will be constructed from multiple component packages to fast-track the schedule and defined specifically in the A/E consultant's Task Order.

The Concourse Expansion Program (CEP) team, composed of the owner and program management team (PMT), A/E consultant, and contractor, will work collaboratively during the design phase in an owner provided, co-located office, on airport property, to develop project costs while allocating and mitigating project risks. The contractor will develop cost estimates and the team will perform constructability and value engineering reviews necessary for the contractor to prepare guaranteed maximum prices (GMPs) for each component package developed during the construction documents phase of design.

**Pre-Construction Phase:** The contractor will be included during the development and construction design phase of the project for the purpose of preparing detailed cost estimates, risk reviews, constructability reviews, construction schedules, construction phasing, and value engineering (VE) reviews. Cost estimating will include the owner's independent cost review, the contractor's cost estimate, and review by the A/E consultant.

The Owner understands and agrees that the A/E consultant is not preparing cost estimates and that the A/E consultant has no control of costs or the price of labor, equipment or materials, or of any contractor's method of pricing, and that the review of any construction cost estimates are made solely



on the basis of the A/E consultant's qualifications and experience as a design professional. A/E consultant makes no warranty, expressed or implied, as to the accuracy of any cost estimates as compared to bids or actual costs.

As the project progresses through construction document milestones, cost estimate variation between the independent cost estimator and the contractor's estimate is expected to decrease as risk should be mitigated and allocated throughout the design process in preparation for setting component GMPs.

In support of the CMR process, the contractor and A/E consultant will participate in constructability reviews, risk assessment workshops, and value engineering (VE) evaluations for each milestone listed in the scope of work. It should be understood that VE revisions for each of the milestone reviews are included in the A/E consultant's scope of work and services. These changes are likely to result in additional work expected to be completed in a timely manner. Accordingly, the A/E consultant shall respond in a timely manner with additional quality procedures incorporated into constructability and VE recommendations.

**Construction Phase:** The A/E consultant will serve as the designer of record (DOR) and will provide professional services for submittal reviews, requests for information, and weekly attendance of construction meetings and site visits among other services outlined in the scope of services.

## **SCOPE OF WORK**

The scope of work defined herein may be accomplished to completion or in-part for any project included in the CEP at the direction of DEN. All work shall be prepared according to the procedures and standards outlined in the Design Standards Manual (DSM). The current DSM (consisting of the 2016 Standards and Criteria, 2017 BIM, 2016 Structural, 2017 Electrical, 2017 Mechanical, 2016 Architectural, and 2017 Life Safety), DEN Design Principles, Airport Rules and Regulations, and DEN AIM development project management guidelines (PMG) are available for download under the DEN Business website at <http://business.flydenver.com/bizops/bizRequirements.asp>.

In case of conflicts or inconsistencies between this Scope of Work, DEN Standards Manual and other contract requirements, the A/E consultant and contractor shall comply with the more stringent provisions, as agreed to by the CEP team.

The intent of the design phase is to develop all items required for the execution and completion of construction. Documents for separate concourses shall be developed, tracked, and packaged as separate GMP tasks. Each expansion project will be constructed from multiple component packages to fast-track the schedule and shall be delivered as shown on Table 1. Accordingly, the A/E consultant shall coordinate, establish, and track the design and procurement schedule with the CMR to avoid conflicts in the scope of work and unnecessary assumptions or contingencies which will lead to additional cost. The A/E consultant shall prepare agency and utility permits required to construct the project.

The A/E consultant shall also participate as an advisor for the Call for Entries and/or as a member of the art evaluation panel. Construction documents shall include all supporting structure, attachment,



mechanical, electrical power, and lighting as may be required for any artwork that requires project integration.

Table 1. Milestone Schedule for CGMP Packages

Milestone	Enabling	Early	Main	Late
SD – 30%			x	
DD – 60%		x	x	x
95% CD	x	x	x	x
IFC	x	x	x	x
CONFORMED	x	x	x	x

## 1. SCHEMATIC DESIGN PHASE (30% Design)

The A/E consultant shall prepare schematic design documents based upon the program validation phase and advanced planning review comments, and direction provided by the DEN stakeholder team. These services shall include but not be limited to:

- a. Engineering surveys: Topographical surveys have been completed for these projects by the A/E consultant. The A/E consultant may be required to conduct supplemental surveys that are required to complete the design of the project, which may be considered an additional service and eligible for additional fees. A list of supplemental surveys required to complete the work may include but is not limited to existing utilities, existing structure, existing systems, existing site layout, and finishes. Soils investigations have been completed for these projects by DEN and will be made available to the A/E consultant. Geotechnical test pits and soils testing will be coordinated by the project team and prepared under a separate contract.
- b. The A/E consultant will advance the design, including development of alternative design solutions, for review and selection of the preferred solution. Study level 3D images will be created as part of this process where appropriate.
- c. 30% drawings: The A/E consultant shall prepare drawings of the preferred solution which are in sufficient detail to illustrate design concepts, systems concepts, interfaces, scale, and relationships to the level defined in the DSM. The drawings shall identify project components, systems, circulation, and access including but not limited to, site plans, aircraft parking plans, interior elevations, sections, floor plans that include access locations and passenger circulation patterns, mechanical/electrical design concepts, process flow diagrams, schematic space and general arrangement plans, building



systems, emergency exiting plans, and building elevations and sections with overall dimensions.

- d. Outline technical specifications: DEN provides and maintains a standard set of DEN specific boilerplate specifications. The A/E consultant shall obtain a set of the most current specifications from the Project Manager. The A/E consultant shall prepare a list of proposed Construction Specification Institute (CSI) Specifications Sections and furnish a brief outline description of all major systems selected by each discipline. An outline of the Division 01 General Requirements will be provided by DEN.
- e. Presentation level images of areas of the project: Prepare interior and exterior perspective renderings of areas of the project or portions of the project.
- f. Schematic Design Analysis Report (DAR): Summarize the basis of design including a description of project opportunities and constraints. Document changes to the programming phase DAR and describe design criteria, assumptions, calculations, design coordination, cost estimates (provided by others), and schedules.
- g. LEED checklist: Update preliminary LEED checklist and scoring based on current LEED rating system. Develop strategies for maximizing each project's energy efficiency to achieve a Gold Rating according to Executive Order 123. Coordinate with the owner's commissioning agent (CxA) as required to develop the owner's project requirements (OPR) and basis of design for certification.
- h. Existing conditions BIM model: Provide Revit and Civil 3D models of all surveyed elements according to DEN CADD standards for review and approval.
- i. Establish preliminary life safety and code analysis. List anticipated permit requirements.

## **2. DESIGN DEVELOPMENT PHASE (60% Design)**

The A/E consultant shall prepare design development documents based upon the schematic design phase review comments and direction provided by the DEN stakeholder team. These services shall include but not be limited to:

- a. 60% drawings: The A/E consultant shall prepare drawings which are in sufficient detail to define the location, character, material composition, scope, and size of each discipline of the project. Describe proposed solutions to problems discovered during this phase. The drawings shall illustrate overall dimensions, code requirements, spot elevations, connection location and dimensions of existing systems and adjacent systems.

Provide Building plans, enlarged partial plans, building sections, enlarged wall sections, exterior and interior details, reflected ceiling plans, elevations, aircraft parking plan, site plan, study perspectives, and electronic study models showing building spaces, and relationships. The drawings shall fully illustrate constructed areas, space planning and



component sizes, scope, systems, interfaces, spaces, functions, general materials, and finishes.

The A/E consultant shall prepare a set of presentation drawings and material/color sample finish boards of interior and exterior materials and shall submit them to DEN. The presentation boards are property of DEN and shall not be returned to the A/E consultant. The sample boards shall illustrate as closely as possible, the material in similar ratios, as they would appear to each other, in the project.

In addition to the structural, mechanical, and electrical components, the submittal should also include the same level of information for civil, communications, security, signage, and special systems. Plans for incorporating the City's Art Program shall also be detailed.

- b. General Conditions and Preliminary Technical Specifications: The A/E consultant shall be responsible for preparation of the Technical Specifications. An outline of the Divisions 00 (Procurement and Contracting Requirements) and 01 (General Requirements) Specifications will be furnished by DEN and shall be reviewed and commented on by the A/E consultant. DEN provides and maintains a standard set of boilerplate specifications that shall be used on this project. Additional specifications for utilities and the FAA may also be required and shall be furnished by the A/E consultant.

In the event that a specification does not exist, the A/E consultant may develop specifications based on Master Spec or other industry standard specifications. Nonstandard specifications shall be submitted to the Project Manager for an independent review and acceptance prior to the milestone review.

Specifications shall be reviewed and tailored to each project and submitted in redline format. Specifications shall be edited in Microsoft Word with the track changes tool enabled.

- c. DAR: Document changes to the schematic phase DAR and describe design criteria, assumptions, calculations, design coordination, cost estimates (by others), and schedules. Provide description, capacity evaluation, and performance data of project systems, tenant systems, and incorporation of the City's Art Program.
- d. Environmental Controls: Provide documentation locating and defining erosion control, stormwater control, temporary drainage, spoils areas, and locations of de-watering control areas. Coordinate preliminary submittals with the City and County of Denver in preparation for Final permit documentation.
- e. LEED Checklist: Provide updated LEED checklist based on project changes and revisions including design review comments, coordination with DEN LEED Campus, and coordination with GBCI for alternative compliance path. Design documents shall be tailored to illustrate requirements to meet LEED Gold for each project. Coordinate with the owner's commissioning agent (CxA) as required to develop the owner's project requirements (OPR) and basis of design for certification.



- f. BIM model: The A/E consultant shall prepare models which are in sufficient detail to define the location, character, material composition, scope, and size of each discipline of the project. Illustrate proposed solutions to problems discovered during this phase. The model shall illustrate overall dimensions, code requirements, connection location and dimensions of new systems, existing systems and adjacent systems.

### **3. 95% CONSTRUCTION DOCUMENTS PHASE**

The 95% Construction Documents shall include items necessary for the proper execution and completion of the construction work. The A/E consultant shall prepare contract documents based upon the design development review comments and direction provided by the DEN stakeholder team. These services shall include but not be limited to:

- a. 95% Construction drawings: The A/E consultant shall prepare drawings which are in sufficient detail to construct of each discipline of the project. The drawings shall fully illustrate constructed areas, space planning and component sizes, scope, systems, interfaces, spaces, functions, general materials, and finishes as applicable to each package.

The A/E consultant shall update the 60% DD presentation drawings and material/color sample finish boards of interior and exterior materials and shall submit them to DEN. The presentation boards are property of DEN and shall not be returned to the A/E consultant. The sample boards shall illustrate as closely as possible, the material in similar ratios, as they would appear to each other, in the project.

- b. Technical Specifications: The A/E consultant shall be responsible for updating and finalizing the Contract Document Technical Specifications based on design evolution and comments from stakeholders. The Divisions 00 (Procurement and Contracting Requirements) and 01 (General Requirements) Specifications will be furnished by DEN and shall be reviewed and commented on by the A/E consultant.

In the event that a specification does not exist, the A/E consultant may develop specifications based on Master Spec or other industry standard specifications. Nonstandard specifications shall be submitted to the Project Manager for an independent review and acceptance prior to the milestone review.

Specifications shall be reviewed and tailored to each project and submitted in redline format. Specifications shall be edited in Microsoft Word with the track changes tool enabled.

Engineering soils investigations and other existing conditions shall be incorporated into the contract documents and specifications to be issued in the procurement package for information only.

- c. Final Drainage Report: Provide final reports documenting required design for new storm lines, drainage channels, and drainage ways. The A/E consultant shall coordinate



submittal and of the final drainage report and respond to comments to facilitate approval of the drainage report with the City plan reviewer.

- d. Final Construction Activities Stormwater Discharge Permit (CASDP): The A/E consultant shall submit for City approval the erosion control, stormwater control, temporary drainage, spoils areas, and locations of de-watering control areas. Coordinate preliminary submittals with the City and County of Denver in preparation for Final permit documentation. Include plan review fees if applicable.
- e. Sewer Use and Drainage Permit (SUDP): The A/E consultant shall submit for City approval of the SUDP permit. Include plan review fees if applicable.
- f. Applications for permits: Provide technical support for applications for 7460 permit and Xcel permits. Applications to be prepared and submitted by others.
- g. Final DAR: Document all changes to the design development phase DAR and describe design criteria, assumptions, calculations, design coordination, cost estimates (by others), and schedules. Provide description, capacity evaluation, and performance data of project systems, tenant systems, and incorporation of the City's Art Program.
- h. LEED Checklist: Provide updated LEED checklist based on project changes and revisions including design review comments, coordination with DEN LEED Campus, and coordination with GBCI for alternative compliance path. Design documents shall be tailored to illustrate requirements to meet LEED Gold for each project. Coordinate with the owner's commissioning agent (CxA) as required to develop the owner's project requirements (OPR) and basis of design for certification.
- i. LEED Design Submittal: Assist DEN with the on-line registration for the design phase of the contracted project based on the final specified systems.
- j. BIM model: The A/E consultant shall prepare models which are in sufficient detail to define the location, character, material composition, scope, and size of each discipline of the project. Illustrate proposed solutions to problems discovered during this phase. The model shall illustrate overall dimensions, code requirements, connection location and dimensions of new systems, existing systems and adjacent systems.

#### **4. CONSTRUCTION DOCUMENT REVIEWS**

The construction documents shall be completed and checked by the A/E consultant as appropriate at each phase deliverable. The A/E consultant shall provide electronic and hard copies of submittal documents in accordance with direction provided by the owner/PMT. The A/E consultant shall include internal quality control review meetings and processes at each milestone. Design review meetings may also be held with the DEN stakeholder team during each milestone.

Comments collected through each plan review phase shall be serialized and documented in a comment/response matrix. These comments include DEN, Denver Building Department, Denver



Public Works, and all other third party reviews required to design and build the project. Collected comments and responses shall be provided to DEN in a timely manner for on-going coordination of the project.

## **5. IFC/PERMIT AND CONFORMED PHASE**

Upon completion of the 95% Construction Document review submittal and DEN acceptance of the submittal, the A/E consultant shall prepare issued for construction (IFC) contract documents and final permit documents required for construction of the project. The contract documents shall be completed, checked, signed, and sealed by the A/E consultant. The A/E consultant shall provide electronic and two (2) full size hard copies of the IFC submittal to the City's Building Department for Permit review and approval. DEN comments from previous reviews shall be incorporated in the conformed Contract Documents and all outstanding issues shall be resolved to the satisfaction of DEN.

During the IFC/Permit/Conformed phase, the A/E consultant shall assist DEN and the CMR in preparation of addenda, contract forms, substitutions, and changes made prior to the NTP into the conformed contract documents. The A/E consultant shall incorporate all addenda, contract forms, substitutions, and changes made prior to the NTP into the conformed contract documents. All conformed documents shall be sealed by Colorado licensed architects and professional engineers.

The A/E consultant shall participate in pre-bid and pre-proposal meetings to respond to inquiries and requests for interpretations. The A/E consultant shall also assist with written responses to questions and shall forward these responses to DEN for review and acceptance. Answers to questions that do not change the contract documents will not be issued as addenda, rather will be issued in a question and answer summary.

## **6. CONSTRUCTION PHASE**

The construction phase begins after completion of conformed documents.

Additional coordination for incorporation of public art will be required including coordination services between the artist and contractor during the construction. The A/E consultant shall review the art piece production timelines, systems integration and modifications that impact the overall project schedule as prepared by others.

Services during the construction shall include but not be limited to:

- a. Attend pre-construction meetings for each construction task and program phase
- b. Attend weekly construction meetings
- c. Visit project site
- d. Review and process submittals. Basic services include review of original submittals and up to one revision of each submittal.



- e. Interpret contract documents
- f. Review, evaluate, and update contract documents
- g. Review change orders
- h. Review and respond to RFIs
- i. Prepare observation reports based on project site visits
- j. Assist DEN in final acceptance reviews. Upon receipt of preliminary punch-lists from the CMR, the A/E consultant will perform one initial punch-list walk review for each project/area/discipline and update the preliminary lists.
- k. Make LEED submittals and coordinate with USGBC for documentation for design team credits
- l. Complete as-built BIM model and record drawings based on documentation issued by A/E consultant during construction and additional information provided by the contractor.
- m. Coordinate with commissioning agent to complete commissioning processes.

## **7. CLOSEOUT & POST CONSTRUCTION WARRANTY PHASE**

The A/E consultant shall assist the contractor with the turnover of new facilities and systems by providing final punch-list reviews, training manual reviews, and operations manual reviews for final acceptance of the project. One final punch-list review will be performed for each project/area/discipline. Additional punch-list reviews will be considered an additional service. Should it be deemed beneficial to DEN, the project may require partial acceptance and beneficial occupancy for phased opening of new aircraft gates.

When the work for each CGMP is complete the Contractor shall provide a single set of Contract Drawings and Technical Specifications to the A/E design team for development and submission of final record documents including PDF documents and BIM model files to the owner. These Drawings must be submitted to and approved by the Project Manager before final payment can be made.

## **Exhibit B**

# **PREVAILING WAGES**

**The Prevailing Wage Schedule(s) which apply to this contract are  
contained in the pages immediately following this page.**

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



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency  
201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, Human Resources Technician  
DATE: Friday, October 7, 2016  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday October 7, 2016** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO160030  
Superseded General Decision No. CO20150030  
Modification No. 8  
Publication Date: 10/07/2016  
(4 pages)

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

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO160030 10/07/2016 CO30

Superseded General Decision Number: CO20150030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

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

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/26/2016
3	03/18/2016
4	06/03/2016
5	07/22/2016
6	07/29/2016
7	08/05/2016
8	10/07/2016

\* ASBE0028-002 07/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 29.73	13.93

CARP0055-002 05/01/2015

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

CARP1607-001 06/01/2015

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

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ELEC0068-012 06/01/2016

Rates Fringes

ELECTRICIAN (Includes Low  
Voltage Wiring).....\$ 33.85 14.04

-----  
ELEV0025-001 01/01/2016

Rates Fringes

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

FOOTNOTE:

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

-----  
ENGI0009-017 10/23/2013

Rates Fringes

POWER EQUIPMENT OPERATOR  
(Crane)

141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

-----  
IRON0024-009 06/01/2015

Rates Fringes

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

-----  
IRON0024-010 06/01/2015

Rates Fringes

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

-----  
PAIN0079-006 02/22/2016

Rates Fringes

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

-----  
PAIN0079-007 02/22/2016

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.05	6.91
-----		
PAIN0419-001 07/01/2015		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 16.70	10.09
-----		
PAIN0930-002 07/01/2016		
	Rates	Fringes
GLAZIER.....	\$ 31.02	8.62
-----		
PLUM0003-009 06/01/2016		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 38.43	15.19
-----		
PLUM0208-008 06/01/2016		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 36.03	13.39
-----		
SFC00669-002 04/01/2016		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.43	19.50
-----		
SHEE0009-004 07/01/2015		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 32.85	14.63
-----		
SUC02013-006 07/31/2015		
	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling		

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

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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)**  
**Supp #101, Date: 11-19-2015**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermakers		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Paper Hanger		\$20.15	\$6.91
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Mechanic		\$18.48	
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Tile Finisher-Floor Grinder-Base Grinder		\$20.87	\$8.42
J Journeyman Tile Setter		\$26.83	\$8.48
Power Equipment Operators:			
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

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



**DENVER**  
THE MILE HIGH CITY

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

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, Human Resource Technician  
DATE: November 14, 2016  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday November 11, 2016** 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. CO160012  
Superseded General Decision No. CO20150012  
Modification No. 10  
Publication Date: 11/11/2016  
(8 pages)

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

For questions please call (720) 913-5714

Attachments as listed above.

General Decision Number: CO160012 11/11/2016 CO12

Superseded General Decision Number: CO20150012

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

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	03/11/2016
4	03/18/2016
5	03/25/2016
6	05/06/2016
7	06/03/2016
8	09/16/2016
9	10/07/2016
10	11/11/2016

ASBE0028-001 07/01/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 29.73		13.93
-----		
BRC00007-004 01/01/2016		

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

Rates	Fringes
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BRICKLAYER.....\$ 26.01 7.71

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\* BRC00007-006 05/01/2016

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
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BRICKLAYER.....\$ 24.95 9.39

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\* ELEC0012-004 09/01/2016

PUEBLO COUNTY

	Rates	Fringes
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ELECTRICIAN

Electrical contract over \$1,000,000.....	\$ 28.00	11.00+3%
Electrical contract under \$1,000,000.....	\$ 24.85	11.00+3%

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ELEC0068-001 06/01/2016

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

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....\$ 33.85 13.99

-----  
ELEC0111-001 01/01/2016

	Rates	Fringes
--	-------	---------

Line Construction:

Groundman.....	\$ 18.79	22.25%+\$5.45
Line Equipment Operator.....	\$ 29.40	22.25%+\$5.45
Lineman and Welder.....	\$ 42.14	25.25%+\$5.45

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ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....\$ 30.00 14.95

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

MESA COUNTY

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

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ENGI0009-001 10/23/2013

	Rates	Fringes
--	-------	---------

Power equipment operators:

Blade: Finish.....	\$ 25.04	9.15
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Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over....	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

-----  
IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers:.....	\$ 24.80	18.77
Structural		

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

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

-----  
PLUM0003-005 06/01/2016

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

	Rates	Fringes
PLUMBER.....	\$ 38.43	15.19

-----  
PLUM0058-002 07/01/2016

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.60	13.65

-----  
PLUM0058-008 07/01/2016

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.60	13.65

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

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

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PLUM0208-004 06/01/2015

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

Rates Fringes

PIPEFITTER.....\$ 35.35 13.39

-----  
SHEE0009-002 07/01/2015

Rates Fringes

Sheet metal worker.....\$ 32.85 14.63

-----  
TEAM0455-002 07/01/2015

Rates Fringes

Truck drivers:

Pickup.....\$ 19.66	4.02
Tandem/Semi and Water.....\$ 20.29	4.02

-----  
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><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	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
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers:			
	GROUP 1	\$17.68	\$8.22
	GROUP 2	\$18.18	\$8.27
	GROUP 3	\$21.59	\$8.61
Laborers: (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
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Truck Drivers:			
	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

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**  
**(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):**

GROUP 1 - Brakeman  
GROUP 2 - Motorman  
GROUP 3 - Compressor  
GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form  
GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic  
GROUP 6 - Mechanic Welder  
GROUP 7 - Mole

*NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.*

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS:**

GROUP 1 - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less.

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, articulated truck operator, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; pile driver, tractor with side boom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

**LABORER CLASSIFICATIONS:**

GROUP 1 - Janitors; Yardmen

GROUP 2 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Casing; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangaws); Power operated Concrete Buggies; Hot Asphalt

Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro-broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalers; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

#### TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Gunning and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

Laborers (Removal of Asbestos) Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste.

#### TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

GROUP 3 - Truck Driver Snow Plow.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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

# **Exhibit C**

## **Project Schedule**

The project schedule will be generated as part of the CGMPs and is incorporated herein by reference.

**CITY AND COUNTY OF DENVER  
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN  
FOR M/WBE PARTICIPATION**

*Turner-Flatiron, Joint Venture  
Concourse Expansion Program – Concourse A West  
CONTRACT NO. 201631723*

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**CITY AND COUNTY OF DENVER  
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN  
FOR M/WBE PARTICIPATION**

*Turner-Flatiron, Joint Venture  
Concourse Expansion Program – Concourse A West  
CONTRACT NO. 201631723*

**SECTION 1: INTRODUCTION**

- A. *Turner-Flatiron, Joint Venture* (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Aviation, in accordance with §§ 28-51 to 28-83, 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 28-83, D.R.M.C., the M/WBE participation goal for this contract is 24%. 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 24% 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, but will apply to individual packages.
- E. This Compliance Plan describes how the Contractor will address the project goal on a per package basis at the point where packages are assigned so 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 *Construction Manager at Risk (CMR)*.
- G. Since the work will be delivered by package, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to each package.

## **SECTION 2: KEY PERSONNEL**

*Steve Rule, (510) 407-9670, has been assigned as the Project Director for this Contract. The Project Director is responsible for the overall management of the Contractor's performance of the Project.*

*Vince Gilmore, (303) 356-6983, [vgilmore@gilmorecc.com](mailto:vgilmore@gilmorecc.com), Community Outreach Manager who will report to the Procurement Manager and is responsible for outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.*

*Reggie Gamlin, (720) 789-0177, [rgamlin@flatironcorp.com](mailto:rgamlin@flatironcorp.com), is the MWBE Liaison, who reports to the Procurement Manager and is responsible for assisting M/WBE's with "how to do business" with Turner-Flatiron, Joint Venture, coordinating outreach content, and ensuring opportunity awareness amongst the M/WBE community.*

*Mark Griffin, (720) 745-2624 [mtgriffin@tcco.com](mailto:mtgriffin@tcco.com), is the Procurement Manager who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained.*

*Jessica Bangert, (720) 363-9587, [jbangert@jmbangert.com](mailto:jbangert@jmbangert.com) will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs, and entering payment allocations within B2G.*

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

A. The Contractor has provided percentage projections to illustrate a potential path to achieve the stated M/WBE participation goal as shown below:

MWBE SUMMARY (MASTERFORMAT)			
MASTERFORMAT SECTION	MWBE % Projection	Gross SF =	529,820
		Cost	MWBE
00 Procurement and Contracting Requirements	0.00%	\$0	\$0
01 General Requirements	50.00%	\$22,831,397	\$11,415,698
02 Existing Conditions	50.00%	\$7,031,250	\$3,515,625
03 Concrete	15.00%	\$12,362,215	\$1,854,332
04 Masonry	10.00%	\$412,534	\$41,253
05 Metals	15.00%	\$31,220,175	\$4,683,026
06 Wood, Plastics, and Composites	50.00%	\$3,261,514	\$1,630,757
07 Thermal and Moisture Protection	30.00%	\$14,623,634	\$4,387,090
08 Openings	30.00%	\$15,494,942	\$4,648,483
09 Finishes	75.00%	\$31,563,291	\$23,672,468
10 Specialties	50.00%	\$7,357,348	\$3,678,674
11 Equipment	5.00%	\$2,087,430	\$104,371
12 Furnishings	25.00%	\$5,603,074	\$1,400,768
13 Special Construction	10.00%	\$29,620,000	\$2,962,000
14 Conveying Equipment	10.00%	\$12,610,000	\$1,261,000
21 Fire Suppression	15.00%	\$3,821,209	\$573,181
22 Plumbing	25.00%	\$6,526,134	\$1,631,534
23 Heating, Ventilating, and Air-Conditioning (HVAC)	25.00%	\$45,460,060	\$11,365,015
25 Integrated Automation	50.00%	\$2,828,547	\$1,414,274
26 Electrical	25.00%	\$31,348,130	\$7,837,032
27 Communications	75.00%	\$17,380,276	\$13,035,207
28 Electronic Safety and Security	75.00%	\$7,387,039	\$5,540,279
31 Earthwork	25.00%	\$15,662,340	\$3,915,585
32 Exterior Improvements	25.00%	\$27,187,770	\$6,796,942
33 Utilities	20.00%	\$22,286,322	\$4,457,264
General Liability Insurance Allowance	0.00%	\$1,071,918	\$0
Owner Controlled Insurance Program (ROCIP)	0.00%	\$0	\$0
Builders Risk Insurance	0.00%	\$0	\$0
Payment and Performance Bond	0.00%	\$5,091,610	\$0
Design Evolution Contingency	0.00%	\$36,574,960	\$0
Escalation	0.00%	\$27,606,849	\$0
Permit & Plan Check Allowance	0.00%	\$5,359,589	\$0
Construction Contingency	0.00%	\$18,798,331	\$0
Preconstruction Services	10.00%	\$4,361,809	\$436,181
Construction Staff and Reimbursables	15.00%	\$44,436,126	\$6,665,419
Preconstruction Fee	0.00%	\$130,854	\$0
CM Fee	0.00%	\$16,560,259	\$0
<b>SUBTOTAL</b>	<b>24.05%</b>	<b>\$535,958,933</b>	<b>\$128,923,460</b>

#### Disclaimers:

- *The above projections are an estimate based on past experiences relative to the current scope anticipated for other projects, but does not reflect the capacity of available M/WBE trade partners available within the City and County of Denver's certified database or their availability or interest in the DEN Concourse Expansion Program.*
- *A capacity study must be completed and if said study yields an inability to achieve the 24% goal within the contractual parameters, DEN will need to consider an appropriate adjustment to said goal, consideration of a modified good faith effort as stated in § 28-75(c), D.R.M.C, or alternative methodology in order to achieve the goal (such as expanding certification categories or by expanding the M/WBE list beyond the City and County of Denver database)*
- *The projections are by no means guaranteed, but will be part of our 100% good faith effort.*

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:

*A26/A28 PBB Relocation – November 2017  
Site Capture – January 2018  
North Campus – January 2018  
Utilities / Demolition – April 2018  
Shoring – April 2018  
Apron Paving / Drainage – April 2018  
Deep Foundations - July 2018  
Structural – October 2018  
Enclosure – October 2018  
Equipment – October 2018  
Interior Construction – February 2019  
Major Finishes – May 2019*

D. *During preconstruction services, Turner-Flatiron, Joint Venture will solicit trade partner proposals for the agreed upon bid packages. Proposals will be reviewed for item inclusion/exclusion accuracy, and any deficiencies in the trade partner's scope will be discussed with Denver International Airport (DEN) personnel for additional pricing needs, risk allocation, and any potential needs to reassess the work scope package complete pricing.*

E. *All trade partners will be required to complete and obtain approval per the Turner-Flatiron, Joint Venture internal procurement and risk assessment requirements in conjunction with DEN specific and project specific elements. Trade Partners will be identified through existing relationships, the City and County of Denver Office of Economic Development Certification List, industry outreach events, and DEN or agency referral. The prequalification process is an inclusive process. Our team believes success on the Concourse Expansion Program will depend on knowing upfront and understanding what particular risks (i.e. financial stability, safety record, bonding ability/capacity, similar project experience, and so forth) a trade partner may have, then making decisions about utilizing the trade partner best able to manage, deliver and support DEN's goals. Our prequalification system is electronic and can be remotely accessed via our website. Considering the specific intricacies associated with working at DEN, the following key risk factors will be the focus when evaluating trade partners:*

- 1. Previous and current experience working at DEN, City and County of Denver and other public agencies.*
- 2. EMR and safety history*
- 3. Financial strength and bonding ability*
- 4. Schedule commitment including available resources (Local & National)*
- 5. Management team*
- 6. Understanding of scope and quality expectations*

7. Lean construction experience and methodology
8. ROCIP experience

*A copy of Turner-Flatiron, Joint Venture prequalification documentation is available upon request.*

- 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 24% 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: *demolition, PCCP paving, earthwork/site work, underground utilities, erosion control, structural/non-structural concrete, rough carpentry, doors/frames/hardware installation, and general requirements. Additional scopes are to be determined during the course of procurement.*

#### **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 Colorado Black Chamber of Commerce, Rocky Mountain Minority Supplier Development Council, Hispanic Contractors of Colorado, and the Colorado Women's Chamber of Commerce. 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. *Turner-Flatiron, Joint Venture will distribute bidding opportunity notifications, letters of project interest, outreach event notification utilizing via Building Connected. This will incorporate the M/WBE website directory of City and County of Denver Office of Economic Development.*

*As previously indicated, Turner-Flatiron, Joint Venture has already planned and will conduct through the procurement process a series of outreach events to connect with small business firms, trade associations and members of the DEN community (DSBO, Commerce HUB and so forth).*

- F. *While each bid package solicitation will contain an instructions to bidders and specific scope procurement documentation (i.e. schedule, scope of work, safety and quality requirements and so forth), which will identify proposal preparation and response expectations, each bid package will identify applicable contact information for the Turner-Flatiron, Joint Venture for trade partners to get additional and detailed information to ensure compliance when preparing their proposals. In advance of bidding, we will review procurement documentation with the DEN PMT to ensure compliance with our prime agreement requirements.*
- G. The Contractor will send to each bidder/propose, 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. *If this is requested by DSBO, Turner-Flatiron, Joint Venture will provide said information but only after award has been approved by DEN and contract executed by the selected subcontractor, so as to maintain the integrity of the bid process.*
- 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 *subcontract (or applicable contract form)* and other documentation, in accordance with Section below.
- 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 subcontracts (or applicable contracting form)
  - 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 prebid 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.

## **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: *Prior to compiling each component cGMP, as part of each milestone estimate deliverable, during monthly report development and issuance, in preparation of monthly invoicing and pay applications, as part of package reconciliation and closeout, and as part of project closeout.*
- 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; 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.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the *1<sup>st</sup>* day of *November, 2017*.

Contractor

*By: Steve Rule, Project Director*

# Exhibit E

**City and County of Denver**  
CONSTRUCTION CONTRACT GENERAL CONDITIONS 2011 Edition



**DENVER**  
THE MILE HIGH CITY

DEPARTMENT OF AVIATION  
DEPARTMENT OF PUBLIC WORKS

**STANDARD SPECIFICATIONS FOR  
CONSTRUCTION  
GENERAL CONTRACT CONDITIONS**

2011 Edition

**Statement**

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

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## **EXHIBIT F**

### **SPECIAL CONDITIONS**

#### **SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS**

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

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

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

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

#### **SC-2 CONSTRUCTION DOCUMENTS**

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

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

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

In addition, any CGMPs submitted hereunder, including any plans, specifications, drawings or other documents attached thereto shall be included as Contract Documents and incorporated herein by reference as they may be hereinafter generated.

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

### **SC-3 REVISIONS TO G.C. 201**

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

### **SC-4 CITY LINE OF AUTHORITY AND CONTACTS**

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

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

Executive Vice President – Chief Operating Officer (COO) who reports to the CEO. Airport Infrastructure Management office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Senior Vice President - Airport Infrastructure Management (SVP-AIM) who reports to the COO. Airport Infrastructure Management office, 10th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Senior Director of Development – Airport Infrastructure Management (Senior Director-AIM), reports to the SVP-AIM. The Project Manager reports to the Senior Director of Development. Airport Infrastructure Management Division, 7<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the Senior Director-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract.

The SVP-AIM may from time to time make additions, clarifications and substitutions to this line of authority. Any such change will be effective upon the issuance of written notice to the Contractor which identifies the additions, clarifications or substitutions.

### **SC-5 ORDER OF PRECEDENCE: EXHIBITS AND CONSTRUCTION DOCUMENTS**

GC 401.3 is deleted in its entirety and the order of precedence is found in Article I of the Contract.

**SC-6****CONTRACTOR PERFORMANCE; SUBCONTRACTING**

With respect to General Condition 501, the contractor may self-perform no more than 20% of the Work so that no less than 80% of the Work may be subcontracted unless otherwise directed by DEN. The Project Manager may alter these percentages he/she determines that it would be in the best interest of the Airport. Any alteration of the percentages shall be memorialized in writing.

When CMR plans to propose on portions of the Work, CMR shall disclose its intention to propose on the specific scope of work in its solicitation for bids. The CMR bid proposals for that specific scope of work shall be provided to the Project Manager 24-hours in advance of the advertised bid opening.

If bids are not received for a portion of the CGMP/Revision at or below the applicable line item amount, the CMR reserves the right to self-perform that portion of the Work if approved in advance by the City. This self-performance is subject to the 20% limitation set forth above.

**SC-7****PROSECUTION AND COMPLETION OF THE WORK:**

The Work to be performed under the Contract will be separated into Projects. Under each Project, the Work will be issued as Task Order CGMPs.

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

The Contractor shall (a) commence Work under issued CGMPs within time frame indicated in the Schedule included within each CGMP, and incorporated herein by reference as Exhibit C, (b) prosecute said Work diligently, and (c) complete the entire Work ready for use no later than the number of calendar days required in the CGMP. The time stated for completion shall include final cleanup of the premises or work site plus such extension or extensions of time as may be granted by the Project Manager in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

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

For each CGMP submitted to the Contractor for pricing, the Contractor agrees to review and price within forty-five (45) consecutive calendar days of the date authorized. The owner may, in their reasonable discretion, opt to bid or award the CGMP to another subcontractor if negotiation of the CGMP is deemed to be unresolved.

## SC-8

### NOTICE TO PROCEED

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

## SC-9 CONTINGENCY MANAGEMENT & SHARED SAVINGS

Contractor will include a Construction Contingency in each CGMP of not less than five Percent (5%) for the Contractor's sole and exclusive use. Construction Contingency is to be used for Means and Methods, Scope of Work defined by the Contract Documents and the CGMP, acceleration as required by the Contractor to maintain schedule and other issues deemed necessary by the Contractor in order to meet its obligations of the Agreement. The Contractor shall provide a defined Contingency Management Plan which includes the following:

- a. Clear and concise monthly reporting of actual and pending contingency usage and remaining available balance with the date and description of the event, subcontractor performing the Work, type of work (fixed price or time and material).
- b. Contractor shall provide written notice to the Project Manager for any single contingency spend / pending in excess of \$25,000. This notification should be provided to the City at least 7 days of the anticipated usage.

At Substantial Completion of each CGMP, the remaining Construction Contingency shall be deducted from the CGMP and credited to a future CGMP. If the Construction Contingency exceeds 10% of the value of any CGMP then the City, in its sole discretion, may deduct any percentage of contingency from the current CGMP. At no time, will the City reduce the Construction Contingency to an amount less than 5% of any CGMP. Whether or not there is any carryover Construction Contingency, the Contractor is

required to include sufficient Construction Contingency in its pricing of each CGMP.

At Final Closeout of the Project, if the City has any funds remaining as a Construction Contingency Line Item, then the City and Contractor shall share the savings 80% to the City and 20% to the Contractor. Such savings shall be due and payable with the Payment Application submitted for the month in which Substantial Completion occurs.

## **SC-10 PRECONSTRUCTION MEETING**

Prior to the execution of each CGMPs and the start of such Work, the Contractor, and the City shall meet and resolve any known issues that may pertain to the specific scope of the CGMP. Individual pre- construction meetings will be held prior to issuance of a Notice to Proceed for that component package. The Contractor shall produce Minutes of the Meeting within 5 days for the City to review and approve.

## **SC-11 SECURITY AND PERSONNEL ACCESS**

The Contractor shall conduct all its activities at the Airport in compliance with the Airport security system rules and regulations, which are administered by the Airport Operations Division. The Contractor shall obtain the proper access authorizations for its employees, subcontractors and suppliers (i.e., Badges and Permits), and shall be responsible for such persons' compliance with all the Airport rules and regulations. A copy of the Contractors' section of the Airport Security rules and regulations are available for Contractor review at the Airport Access Services Office, Concourse A East Subcore, 4th Level. Persons regularly entering the construction areas must obtain personnel access badges from the Airport Access Services Office and must display badges , at all times, upon entering the construction, restricted and sterile areas of the airport.. Any employee, subcontractor or supplier who violates such rules may be subject to revocation of his access authorization, including authorization for access to the construction site and all other restricted and sterile areas.

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

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

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

The construction of all the Project Items that involve the breaching of any airport perimeter security boundary or continued access to restricted access rooms or areas will require the posting of authorized contract security personnel to maintain required security controls. The Contractor's **CGMP** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of Work activities where access to restricted areas is required and until the airport perimeter security boundaries are reestablished.

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

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

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

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

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

DEN Contact: Glenn Spies  
(303) 342-4323

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

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

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

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

## **SC-12 CONSTRUCTION ACCESS**

The work sites may be located at Concourse A, Concourse B, and Concourse C. The Contractor shall have access to the work site via established security checkpoints and existing airfield vehicle service roads. The Contractor's staging and laydown will be located outside of the airport security fence. A secondary staging area on-site near the project will also be allowed.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport. Arrangements for transportation and parking for all of its and its subcontractors employees will be the responsibility of the Contractor. The CGMP shall include any and all costs associated with the Contractor's and subcontractors' employee parking.

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

It is in the best interest of the City to provide the Contractor with a project office at Denver International Airport. The specific lease and location of the project office lease is set forth on Exhibit I (the "Project Office"). The Contractor will not charge the City for any rental costs for the Project Office. Contractor employees working out of the Project Office must be assigned on a full time basis to the Project. The Contractor shall not sublet any part of the Project Office, charge its subcontractors rent for use of the Project Office or charge the City rental costs for the use of the Project Office by any subcontractors. At any time during the Contract Term, the City retains the right, in its sole discretion, to relocate the Project Office with a minimum four (4) months notice.

## **SC-13 VEHICLE PERMITTING**

Vehicle access on the Airport Operation Area ("AOA") is controlled by and requires permission from the Airport Access Services Office. It is anticipated that the Contractor will need to operate vehicles on the AOA to perform the Work. It is also anticipated that access will be required to the secure baggage handling area of the Terminal. Only

direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

**SC-14 VENDORS AND SUPPLIERS**

The Contractor shall provide the Project Manager's office with a list of its equipment/material vendors and suppliers for each CGMP. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in SC-14 above. All delivery vehicles are subject to search.

**SC-15 COMMUNICATION DEVICES**

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

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

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

**SC-17 ATTORNEY'S FEES**

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

**SC-18 INSURANCE TO BE PROVIDED BY THE CONTRACTOR**

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

City anticipates providing a Rolling Owner Controlled Insurance Program (ROCIP), which coverage City agrees will be primary over any other insurance provided by an enrolled party. City agrees to allow Contractor to review all proposed coverage forms prior to implementation of the ROCIP. The City shall be named as an additional insured on Contractor's general liability policy in the event that Contractor includes the costs of said coverage in its bid.

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

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

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

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

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

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

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

officials and employees.

The Contractor and City waive all rights of subrogation against each, against each of their respective agents, employees, members, directors, officers, officials, subcontractors and agents for any claims to the extent covered and paid by insurance obtained pursuant to this Contract, except such rights as they may have to the proceeds of such insurance. Each policy for which the Contractor requires its subcontracts to provide coverage for any portion of the Work shall include a waiver of any right of subrogation against the City.

## **SC-19 REVISIONS TO G.C. 808**

GC 808 is deleted in its entirety and amended to read as follows:

### **808 HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES**

- .1 In the event the Contractor encounters or discovers any hazardous materials or substances during its performance of the Work, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City.
- .2 The Contractor shall exercise the utmost care and caution if the storage or use of hazardous materials or substances or explosives are required for the performance of the Work. Activities related to the purchase, storage, handling, use, removal, treatment, or disposal of such hazardous materials or substances or explosives shall at all times be the sole responsibility of the Contractor and shall be supervised and carried out by personnel properly qualified to perform such activities. However, under no circumstances shall activities requiring the purchase, storage, handling, use, removal, treatment or disposal of hazardous materials or substances or explosives be initiated without first notifying the Project Manager in writing of the proposed activity and receiving the Project Manager's written approval of such activity. The use, handling and storage of explosives will not be allowed on site unless they are required or explicitly permitted by the Technical Specifications.
- .3 Contractor shall be responsible for removing or disposing of any hazardous materials or substances that it uses in completing the Work ("Contractor Hazardous Materials") and for the remediation of any areas impacted by the release of Contractor Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-Contractor Hazardous Materials"), City shall supply Contractor with any information in its possession relating to the presence of such materials if their presence may affect Contractor's performance of the Work or Services.
- .4 The City releases the Contractor and Contractor's subcontractors, and their respective directors, officers, employees, agents, representatives, successors and assigns from any and all losses, costs, damages, expenses (including reasonable legal fees and costs of defense), claims, causes of action or liability, directly or

indirectly, relating to or arising from the City's use, or the storage, release, discharge, handling of hazardous materials or substances which are discovered by the Contractor.

**SC-20 SUBCONTRACTOR RELEASES**

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

**SC-21 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS**

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

**SC-22 APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS**

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

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

1. The Contractor shall submit a complete and separate application for payment for the Work estimates of each CGMP performed during the specified billing period.
2. The Contractor will submit draft payment applications for the preceding month on or before the 20<sup>th</sup> of the month for work completed to the pay application date. DEN will either approve or reject the draft payment application on or before the 24<sup>th</sup> of the month. If approved, the pay application will be processed on or before the 25<sup>th</sup> in accordance with the City's Prompt Payment ordinance.
3. Each submitted estimate shall specify the percent of the Work complete. This percentage shall be certified by the Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate.
4. Each estimate of Work completed shall also specifically identify those MBE/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Division 1 and 3 of Chapter 28, of the D.R.M.C.

5. Each estimate of Work for each CGMP performed shall be submitted using a separate Application for Progress Payment Task Order Contracts (Form CM-18A), accompanied by either duplicate sets of verified Contractor's Certifications of Payment (Form CM-19), or by verified Partial Release of Contractor forms from each subcontractor and supplier (Form CM-26). Each estimate of Work completed shall also be accompanied by:
  - a. A written schedule of values, which sets out the costs for the Project and
  - b. The Project Engineer/Manager's, or as applicable, Consulting Architect's or Engineer's estimated statement of the percentage of Work completed for each line item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
6. The estimate of the percentage of estimate of Work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of Work completed prior to any acceptance by the City.
7. The Contractor warrants that:
  - a. Title to Work covered by an estimate of Work completed will pass to the City by incorporation into the completed Work;
  - b. Work covered by previous estimates of Work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and
  - c. No Work covered by an estimate of Work completed will have been acquired by the Contractor, or any other person or entity performing Work at the work site or furnishing materials or equipment for the Project and that no Work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
8. Approval of an estimate of Work completed or actual payment shall not foreclose

the right of the City or its representatives to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item. Partial Lien Releases shall be provided for all certificates of payment subsequent to the first pay application.

9. Pursuant to General Condition 908, applications for a reduction in retainage must be accompanied by Partial Release of Contractor forms from each subcontractor or supplier (Form LR-1).
10. The final estimate for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier (Form CM-70).
11. Receipt of Contractor's Certifications of Payment or Partial Lien Release forms by the City hereunder shall not act to impair the City's Obligations imposed by C.R.S. 38-26-107 or successor statute.
12. If the Contractor disputes a subcontractor's and/or supplier's entitlement to a portion of the previous month's payment, the Contractor need not submit a Contractor's Certificate of Payment or Partial Release for Contractors from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City copies of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor's determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor and/or supplier.

#### **SC-23 REVISIONS TO G.C. 1102**

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

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

#### **SC-24 PERFORMANCE AND PAYMENT BOND**

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

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

"Before this Contract is executed, the Contractor shall have paid for and furnished to the City a properly completed and executed Combined Performance and Payment Surety Bond, in an amount not less than One Hundred Thousand Dollars

and No Cents (\$100,000.00). The Combined Surety Bond shall guarantee the faithful performance of the Contract and shall also guarantee the payment of bills for labor and materials under the Contract.

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

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

## **SC-25 CONTRACTOR REVIT BUILDING INFORMATION MODELING (BIM)**

The Contractor shall comply with all Revit Building Information Modeling (BIM) for this Project as more fully set forth in Exhibit R.

## **SC-26 DEFINITIONS**

The following terms are added or amended to the Title 1 of the General Conditions.

### **COMPONENT GUARANTEED MAXIMUM PRICE**

Component Guaranteed Maximum Price (CGMP) – A CGMP represents a component of the specific GMP for a defined Project whereby the Owner desires to advance construction of the Project prior to the GMP through phased design packages and construction contracting.

### **DAMAGES TO PERSONS**

“Damages to persons” means bodily injury, disease or death.

### **108 DAYS**

“Days” means business days unless specifically designated otherwise and does not include weekends, or nationally recognized holidays. It will be presumed that the Contractor, at the time of bidding, took into account the number of days which might be unavailable for Work during the Contract Time.

### **110 DESIGNER**

"Designer," also sometimes referred to as "Design Professional," "Design Consultant" "Designer of Record" or "Consultant," means the engineer or architect who designed the Project and prepared the drawings and specifications. The Designer may be an employee of the City or may be retained by the City as an independent contractor under a professional services contract, and is identified in the Contract Documents. The Designer may be requested to interpret drawings and specifications and review and approve Shop Drawings, Product Data, Samples, and other documents. The Designer, when directed by the City to do so, observes the Work as it is performed, monitors critical construction activities identified in the Contract Documents and participates in the final inspection of the Work, all in coordination with the Project Manager. The Designer may also participate in the preparation and approval of progress and final payment requests.

### **GUARANTEED MAXIMUM**

Guaranteed Maximum Price (GMP) – A GMP shall represent the guaranteed maximum price for an each Project.

### **114 PROJECT**

Project – use of the term Project in these Contract Documents is meant to differentiate between the Work performed at each separate location of the concourses. Each Task Order CGMP will list the specific Project for which the Task Order CGMP applies.

### **118 SUBCONTRACTOR**

"Subcontractor" means a person, entity or labor pool having a contract with the Contractor or other Subcontractor of any tier to perform work at the Work site, including the provision of labor, materials, equipment, supplies, tools, services, or other items or services, or any combination thereof. However, this definition is not intended to limit in any way the prevailing wage obligations of the Contractor, as defined by federal, state or local law, or to alter the statutory rights of Subcontractors.

### **TASK ORDER**

Task Orders – Task Orders (also known as Task Order CGMP) represent a contractual delivery vehicle and may include a CGMP or GMP as required to support the project.

## **SC-27 NOTICE TO PROCEED AND COMPLETION OF THE WORK**

GC 302 is hereby deleted and replaced with the following:

- .1 A written Initial Notice to Proceed will be issued by the Senior Director of AIM to initiate the Contract only, and such Initial Notice to Proceed is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. Thereafter, the Senior Director of AIM may issue a CGMP and subsequent NTP authorizing Work and/or mobilization.
- .2 Upon issuance of the Initial Notice to Proceed, the Contractor is allowed and

authorized to incur reimbursable costs related to insurance, payment and performance bonds, and such other essential activities such as security access (vehicular access and personnel badging). Home office overhead, core staff and other allowable general conditions costs are not authorized under the initial Notice to Proceed.

- .3 Core Staff Labor Rates, as set forth in Exhibit L, and agreed upon general conditions' costs are authorized and allowed only for the time Work is authorized pursuant to a Second or subsequent Notice to Proceed and CGMP issued by the Project Manager. These costs, in part, are identified on Schedule of Prices and Quantities attached hereto, related to the rates and charges mutually agreed upon by City and Contractor. Any costs the Contractor incurs, except for those costs allowed under the Initial Notice to Proceed, after substantial completion without written authorization by the Project Manager shall be absorbed by the Contractor and shall be at the Contractor's own risk.
- .4 If any milestones are described in the Contract Documents, the Work described by each milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time, or in the alternative, if a CGMP is issued for Work, then the Work shall be accomplished in accordance with the component package and completed within the time set forth by said component package.

## **SC-28 MOBILIZATION**

The Contractor, upon issuance of a CGMP, shall submit a detailed mobilization plan to the Senior Director of AIM, or the assigned designee, setting forth the proposed location for mobilization, mobilization costs and equipment to be rented or purchased for the specific Work authorized. All such costs are subject to the approval of the Senior Director of AIM, or assigned designee, and any equipment purchase or rental costs wherein the value of such equipment is paid for in excess of 90% of such value, then such equipment may, at the end of the Contract Time or Final Completion, whichever occurs earlier, become subject to ownership by the City (Airport) at City's option. Further, such equipment shall be used solely by the Contractor for Work under this Contract unless otherwise authorized by the Senior Director of AIM or the assigned designee. Such equipment shall not be used for personal uses or activities. Contractor shall maintain a log of owned and rented equipment. Contractor shall provide quarterly status and notify the City when such equipment is at 75% of the value.

## **SC-29 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM**

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

prior to the submission of each subsequent invoice, ensure payments to subcontractors have been entered into the B2G System, including subcontractor confirmation of amount of payment received, for services performed during the prior billing period.

## **SC-30 PROJECT CONTROLS REQUIREMENTS**

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

## **SC-31 PAYMENTS TO CONTRACTORS**

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

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

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

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

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

## **SC-32 REVISIONS TO G.C. 1802.1**

### **GC 1802.1, is hereby amended to read as follows:**

- .1 The Project Manager will notify the Contractor of defective Work that is found to be defective and fails to satisfy the warranties and guarantees described in GC 1801, or elsewhere in the Contract Documents, and the Contractor shall, within ten (10) Days or such longer time as may be requested and set forth in the notice, commence the repair, replacement or correction of the defective Work. Should the Contractor fail to complete such Work within a reasonable period, the City may make the repairs or replacements at the expense of the Contractor. If the City determines that immediate action to make repairs, replacements or other corrections is necessary because of emergency conditions or to prevent further loss or damage, the City may proceed without notice to the Contractor, but at the expense of the Contractor. The City will make a reasonable effort to notify the Contractor prior to commencing the permanent repair. The Contractor agrees that this notice provision does not waive the City's right to complete the repair at the expense of the Contractor.

## **SC-33 REVISIONS TO G.C. 1301**

GC 1301.3 is hereby added to GC 1301, and reads as follows:

- .3 The Chief Executive Officer of the Owner (the "CEO") is the officer charged with reviewing Petitions and making a final determination and order as referenced in D.R.M.C. § 5-17(d). Such authority, however, may be delegated by the CEO as provided in D.R.M.C. § 5-17(b). All disputes shall follow the process set forth in GC 1100 and GC 1200 ("Claim Process"). If at conclusion of the Claim Process, the parties have been unable to resolve the dispute and Contractor files its petition with the Manager in accordance with GC1202.7, the petition shall be handled as follows:

### **1. DISPUTE RESOLUTION PROCESS**

- a. The dispute resolution process will follow that found in Rule 250 of the Rules and Regulations for the Management, Operation, Control, and Use of the Denver Municipal Airport System with the Dispute Resolution Panel acting jointly as the Hearing Officer.

b. If the Dispute Resolution Panel's opinion is appealable under State law, then the parties shall be entitled to appeal such opinion to the District Court sitting in Denver Colorado. If the Dispute Resolution Panel's opinion is not appealable under State law such opinion shall constitute the Final Order.

## 2. CREATION OF THE DISPUTE RESOLUTION PANEL

- a. The Parties shall create a Dispute Resolution Panel for each dispute consisting of three independent and impartial members. The Parties will select one member each. The members will have relevant experience and expertise relating to the issue at conflict. The third member shall be selected by the other two members of the Dispute Resolution Panel and shall be a lawyer licensed and in good standing in Colorado.
- b. Should a member be unable or unwilling to serve on the Dispute Resolution Panel, another shall be appointed pursuant to these procedures.

## 3. CONTINUATION OF WORK

During the course of resolving any Dispute, Developer shall continue to perform with the Work (including any Work that is the subject of the Dispute) in accordance with the Contract Documents.

## 4. COSTS OF DISPUTE RESOLUTION

Each Party shall bear its own costs and expenses, including attorneys' fees, in any Dispute, except as expressly provided therein or pursuant to the terms of any binding Dispute resolution.

Cost associated with the Dispute Resolution Panel will be split by the parties.

## **SC-34 REVISIONS TO G.C. 908**

GC 908.5 is hereby added to GC 908, and reads as follows:

.5 When the Work for a specific GMP package has been completed, the Parties agree to close out the specific CGMP package. This closeout will include, but is not be limited to, the Contractor providing to the City lien releases for all subcontractors who worked on the CGMP package, and in return for these lien releases, the City will release all retainage which was withheld for the specific CGMP package.

## **SC-35 REVISIONS TO G.C. 909**

GC 909 his hereby amended to reads as follows:

## **909 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS**

.1 The City may, at any time, and at its sole discretion, withhold sums from progress payments, in an amount reasonably necessary to protect the owner or as required by law, due the Contractor in addition to the amounts withheld under GC 908. Such additional withholding may be made for any of the following reasons:

- A. Failure to repair, replace or remove defective Work.
- B. Subcontractor or Supplier claims against the Contractor.
- C. Failure to make payments to Subcontractors, or for labor, materials or equipment.
- D. Failure to obtain or comply with necessary permits and licenses or to comply with applicable laws, ordinances, codes, rules and regulations or Executive Orders.
- E. Failure to pay prevailing wages or failure to make the required reports.
- F. Failure to comply with affirmative action, equal employment opportunity, or Small Business Enterprise, Minority Business Enterprise, Woman Business Enterprise, or Disadvantaged Business Enterprise requirements set forth in the Contract.
- G. Failure to keep its Work progressing in accordance with the construction schedule.
- H. Failure to maintain contract documentation including, but not limited to, updated schedules and record drawings, as required by the Contract Documents.
- I. Failure to perform the Work in accordance with the Contract Documents.
- J. Failure to maintain a clean and orderly Work site.
- K. Failure to satisfactorily replace and or repair City property or the property of others destroyed or damaged during the progress of the Work.
- L. Acts or omissions that have delayed the performance of another contractor which form the basis of a request that the City pay additional compensation to the other contractor.
- M. Failure to maintain a safe Work site.
- N. Impairment of the capacity or use of, or damage to, any road, street, public facility or other public property.
- O. Failure of the Contractor to allow the City to inspect the Work as required or requested by the City.
- P. Acts or omissions that have delayed the performance of work by other City Agencies.

- Q. Failure to pay City personal property, sales, use, occupational privilege, or other applicable taxes when due.
- R. Failure to protect the City's interests.

.2 The City agrees to notify the Contractor of its intention to withhold the funds under section 909.1. To the extent allowed by law, the notice will provide the Contractor with thirty (30) days to cure the reason for withholding. Unless the failure to withhold is contrary to applicable law or a violation of the Contract, the City agrees to not withhold funds during the cure period. If the reason for withholding is not remedied by the end of the cure period, the City will hold the funds until such time as the reason for withholding is remedied.

.3 Whenever the reasons for such withholding are removed, the City will make payment of the sums withheld with the next regularly scheduled progress payment.

#### **SC- 36 REVISIONS TO G.C. 303**

GC 303 is hereby amended to reads as follows:

The Contractor shall perform the Work as specified by the Contract Documents.

#### **SC-37 REVISION TO G.C. 304**

GC 304 is hereby amended to read as follows:

If the Contractor's failure of performance does not appear to the City to be deliberate or willful and if the City concludes that less than exact performance in some minor part of the Work will not result in a decrease in quality in the entire Work, the City may, at its sole option, accept substituted performance. Should the City accept substituted performance, the cost of the Work shall be reduced by an amount which is mutually agreeable to the Parties. If the Parties are unable to mutually agree on a cost reduction, the Contractor will repair the Work so that it complies with the Contract Documents at no additional cost to the City. The City may, at its discretion, require separate warranties for any substituted performance.

#### **SC-38 REVISION TO G.C. 306**

GC 306.2(E) is hereby added to section 306 and reads as follows:

- E. On this project, Contractor is approved to work on Saturdays, Sundays, holidays, or at night, the Contractor's schedule will contain all work hours scheduled for the succeeding month so that proper inspection and engineering services can be provided.

## **SC-39 REVISION TO G.C. 318.3**

GC 318.3 is hereby amended to read as follows:

Any Work that the Contractor begins before confirming the reference points provided may be rejected. Should the original reference points that the City provided be obliterated or dislodged by the negligent operations that the Contractor controls, the City will replace them and charge the Contractor for the resurvey. The cost of these resurveys will be determined by multiplying the hourly equivalent of the salaries and fringe benefits paid to the survey personnel actually involved in the resurvey by the hours expended in doing that resurvey, plus material and equipment costs.

## **SC-40 REVISION TO G.C. 401.7**

GC 401.7 is hereby amended to read as follows:

- .7 If the Contractor or any of its Subcontractors or Suppliers, knows or should know by virtue of common knowledge or customary practice in the construction industry that any of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, or rules or regulations, in any respect, the Contractor shall promptly notify the Project Manager in writing, and any necessary changes shall be accomplished by issuance of an appropriate Change Order or field directive. If the Contractor or any of its Subcontractors, perform any work when they know or reasonably should know that it is contrary to such laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

## **SC-41 REVISION TO G.C. 603**

GC 603.1 and 603.2 is hereby amended to read as follows:

- .1 The Contractor agrees that delays resulting from any causes other than acts or omissions of the City, its employees, agents, officials or entities controlled by the City shall be addressed in accordance with the delay based contractor change request procedures set forth in GC 1103.4. In no event shall the Contractor be entitled to recover any delay costs caused by the acts or omissions of the Contractor, its employees, agents or entities controlled by the Contractor.
- .2 If the Contractor's completion of the entire Contract is delayed due to actions within the control of the City, or due to the acts or omissions of persons authorized by the Manager to act on behalf of the City with regard to the Contract, and if such delay causes an increase in the Contractor's total cost of performance of the Work, and if the Contractor has given timely notice of such

delay and provided adequate documentation of any changes in cost associated with such delay, then the Contractor shall be entitled to an equitable adjustment to the Contract. Such equitable adjustment shall consist of a fair and reasonable adjustment in the Contract Amount, which should include actual costs incurred by the Contractor, an extension of the Contract Time, or both.

#### **SC-42 REVISION TO G.C. 701.6**

GC 701.6 is hereby amended to read as follows:

- .6 If the Contractor's Work is delayed by the acts or omissions of any other contractors, who are not employees, agents or entities controlled by the Contractor, then this delay will be addressed in accordance with the delay based contractor change request procedures set forth in GC 1103.4.

#### **SC-43 REVISION TO G.C. 803.4**

GC 803.4 is hereby amended to read as follows:

- .4 If any of the Contractor's operations destroy or damage any property, public or private, which is depicted on the plans and not included in the Contractor's estimate, the Contractor shall promptly repair or replace such property at Contractor's cost, to the satisfaction of the Project Manager, before the City will accept or pay for the Work performed under the Contract. If the Contractor fails to repair or replace such property, the City, at the sole discretion of the Manager, may undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under the Contract.

#### **SC-43 REVISION TO G.C. 807.2**

GC 807.2 is hereby amended to read as follows:

- .2 If the City, as owner, is determined by any federal, state or local government agency, department, board or commission, or in any judicial proceeding to have violated any such environmental protection rules, laws or regulations as a result of the Contractor's acts or omissions, the Contractor agrees to indemnify and hold harmless the City from any and all prosecutions, payment of any and all fines or penalties, and the cost of abatement and remediation, except that the Contractor shall not be required under this GC 807 to indemnify the City from any amounts which are attributable to the negligence of the City or entities controlled by the City.

GC 901.2.C is hereby amended to read as follows:

Any work undertaken or performed in excess of the amount appropriated or otherwise made available is undertaken or performed in violation of the terms of the Contract, without the proper authorization, and at the Contractor's own risk.

**SC-45 REVISION TO G.C. 1003.2**

GC 1003.2 is hereby amended to read as follows:

.2 Weekly, the Contractor and all of its Subcontractors shall pay all workers, mechanics, and laborers according to the rates and classifications established in the Contract Documents. Increases in prevailing wages subsequent to the date of the Contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or Subcontractors. Future increases in prevailing wages on a Contract whose Contract Time exceeds one (1) year shall be mandatory for the Contractor and Subcontractors as of the yearly anniversary date of the Contract. Decreases in prevailing wages subsequent to the date of the Contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on a Contract whose Contract Time exceeds one (1) year shall not be effective except on or after the yearly anniversary date of the Contract.

**SC-46 REVISION TO G.C. 1102.2**

GC 1102.2 is hereby amended to read as follows:

.2 Change Notice: When the City desires to initiate a change, the Project Manager will issue a Change Notice informing the Contractor of the proposed change in the Work, and requesting the Contractor's detailed price proposal for such change. The Contractor, within the time period specified in the Change Notice, shall provide the Project Manager with a complete and itemized proposal for the change in the Work, which shall include the estimated increase or decrease in the Contract Amount and/or increase or decrease in the Contract Time. Such increase or decrease shall be based on the criteria and methods described in GC 1104 and 1105. The Contractor shall be responsible for any delays in the Work and any additional costs to the City caused by its failure to submit a complete price proposal within the time provided. The Contractor shall participate with the City in prompt joint analysis and negotiations to finalize a Change Order. The issuance of a Change Notice by the City is not a prerequisite to the issuance of a Change Directive.

## **SC-47 REVISION TO G.C. 1102.4**

GC 1102.4 is hereby amended to read as follows:

.4 Contractor's Duties: Upon receipt of a Change Directive, the Contractor shall promptly sign the Change Directive and return it to the Project Manager, and shall promptly proceed with performing the change in the Work. The Contractor, within thirty-five (35) Days after receiving the Change Directive, shall provide the Project Manager with a complete and itemized proposal that includes the estimated increase or decrease in the Contract Amount and/or Contract Time attributable to the planned changes based on the criteria and methods described in GC 1104 and 1105. The Contractor shall be responsible for delays to the Work and any additional costs incurred by the City caused by its failure to submit complete pricing information within the time provided above.

## **SC-48 REVISION TO G.C. 1103.2**

GC 1103.2 is hereby amended to read as follows:

.2 Time Requirements:

- A. With respect to orders, instructions, directives, interpretations, determinations, or the discovery of any errors or omissions in the Contract Documents, a Contractor Change Request shall be submitted before the Contractor acts on them, but in no event more than twenty (20) Days after they were reasonably received or discovered.
- B. With respect to any differing site conditions, a Contractor Change Request shall be submitted before the conditions are disturbed, but in no event more than twenty (20) Days after the conditions are reasonably first discovered.
- C. With respect to delays, as set out below, a Contractor Change Request shall be submitted as soon as the Contractor reasonably has knowledge of the delay, but in no event more than twenty (20) Days therefrom.
- D. With respect to any other matter or circumstance that the Contractor believes would require a Change, a Contractor Change Request shall be submitted as soon as the Contractor reasonably has knowledge of the matter or circumstance, but in no event more than twenty (20) Days after the Contractor becomes aware of such circumstance or matter.

## **SC-49 REVISION TO G.C. 1103.4.B**

GC 1103.4.B is hereby amended to read as follows:

B. Any legal or administrative proceeding to review the awarding of the Contract to the Contractor, or to review the awarding of any other contract to any other contractor if the Contract is part of a City Project consisting of multiple City Contracts, shall be addressed in accordance with the delay based contractor change request procedures set forth in GC 1103.4.

#### **SC-50 REVISION TO G.C. 1103.5**

GC 1103.5 is hereby amended to read as follows:

.5 Determination by Project Manager: The Project Manager shall respond in writing to any timely Contractor Change Request within ten (10) Days of receipt of the complete and itemized proposal in support of the request. Failure of the Project Manager to respond within such time period shall be deemed a denial of the Contractor Change Request. Immediately following the denial of the Contractor Change Request, the parties shall enter into a 30 day negotiation period to attempt to resolve the Contractor Change Request. At the conclusions of the 30 day negotiation period, if the Contractor Change Request is denied by the Project Manager, in whole or in part, any claim for an increase in the Contract Amount or Contract Time arising out of the act or event described in the Contractor Change Request is waived unless the Contractor timely complies with the provisions of GC 1201 (Notice of Intent to Claim).

#### **SC-51 REVISION TO G.C. 1104.6**

GC 1104.6 is hereby amended to read as follows:

.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, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.

#### **SC-52 REVISION TO G.C. 1105.2**

GC 1105.2 is hereby amended to read as follows:

.2 If the Contractor is delayed at any time in the progress of the Work and such delay was caused, in whole or in part, by any act or omission of the City, Designer, any separate contractor, or by changes ordered in the Work, or by directed suspensions of the Work pursuant to Title 21, strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any other causes beyond the Contractor's control, then the Contractor may request a Contract

Adjustment as set forth in GC 1103 and 1104. provided, however, that such delay could not have been avoided by the exercise of due diligence by the Contractor and did not result from the acts or omissions of the Contractor and, provided further, that the Contractor has taken reasonable actions to mitigate or prevent further delays resulting from such causes.

**SC-53**

### **REVISION TO G.C. 1401.2**

GC 1401.2 is hereby amended to read as follows:

- .2 The City shall promptly investigate the conditions, and if it finds that such conditions do materially differ and could not have been discovered from the Contract Documents or a reasonable inspection of the Work site by the Contractor, and such conditions cause an increase or decrease in the Contract Amount, or Contract Time, the City shall issue a Field Order/Change Directive as specified in GC 1102.

**SC-54 REVISION TO G.C. 1402**

GC 1402 is hereby amended to read as follows:

- .1 **Site Conditions:** Drawings and specifications defining the Work to be done were prepared on the basis of interpretation by Design Professionals of information derived from investigations of the Work site. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgment of the Design Professional. Information about the degree of difficulty of the Work to be done cannot totally be derived from either the drawings or specifications or from the Project Manager. The Contractor shall not be entitled to an adjustment to the Contract Time or Contract Amount for any condition which was or would have been evident at the time of preparation of the CGMP proposal.
- .2 **Geotechnical and Other Design Professional Reports, Investigations and Tests:**
  - A. The Contractor acknowledges that certain soils reports, borings, and other geotechnical data, more particularly described or referenced in the Technical Specifications of the Contract, have been made available for inspection and review. Said soil reports may contain interpretations by Design Professionals of borings and geotechnical data obtained at the Work site. Such borings and geotechnical data are subject to sampling errors, and any interpretations or conclusions based on such borings and data depend to a degree on the judgment of the Design Professionals.
  - C. The Contractor agrees that it will make not seek a contract Change Request unless, in performing the Work, it finds that the actual

conditions encountered are materially different than is indicated by said soil reports, borings and other geotechnical data, or those reasonably inferred therefrom or reasonably discoverable by a reasonable inspection of the site by the Contractor.

## **SC-55 REVISION TO G.C. 1704.1**

GC 1704.1 is hereby amended to read as follows:

- .1 The City shall have the right to inspect all Work on an on-going basis to determine whether or not the Contractor's Work is adequate to provide the product as well as the quality of product for which the City contracted. Whether or not the Work is defective will be determined by comparing it to the Contract Drawings, Technical Specifications, accepted Shop Drawings and manufacturer's literature and further measuring it against the standard of quality implied by the Contractor's warranty. Also, should the appearance and performance of any element of the Work fail to conform to standards of the trade for such Work, that Work may be declared defective. If defective Work is discovered during such inspections, the City may charge the Contractor for its costs of reinspecting the Work after the defective Work is corrected.

## **SC-56 REVISION TO G.C. 1902**

GC 1902 is hereby amended to read as follows:

Prior to the issuance of the Contractor's Notice of Substantial Completion, the Contractor and the City will agree upon a substantial completion inspection and punch list process. If the parties are unable to agree upon a substantial completion inspection and punch list process, the process will be handled as follows. Within ten (10) Days after receipt of the Contractor's Notice of Substantial Completion of the Work, the Designer, Project Manager, Contractor, and such other representatives as the Project Manager deems appropriate, shall make an inspection of the Work to determine whether the Work has been completed in accordance with the Contract Documents and to review the Contractor's punch list. If, in the sole opinion of the Project Manager, the Work has not been completed to the required stage under this Title 19, the parties shall cease the inspection, and all costs associated with such premature inspection, including any compensation for the Designer's additional services and the City's additional costs, shall be deducted from the payments then or thereafter due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City. If the Work has been completed to the required stage under this Title 19, a punch list shall be prepared by the Designer and consist of those items listed by the Contractor to be completed or corrected as supplemented by those items observed and noted during the inspection. Failure to include any items on the punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

## **SC-57 REVISION TO G.C. 2202.4.C.5**

GC 2202.4.C.5 is hereby added to GC 2202.4.C, and read as follows:

- (5) The costs incurred by the Contractor for demobilization.

## **SC-58 REVISION TO G.C. 602**

GC 602 is hereby amended to read as follows:

The Liquidated damages, if any, are only applicable to delay in Substantial Completion. The City reserves all of its rights to actual damages, for any period that is not covered by Liquidated Damages, from the Contractor for injury of loss suffered by the City from actions or omissions of the Contractor, including but not limited to any other breach or default of the Contract.

**TURNER BOND NUMBERS:**  
 Liberty Bond No.: 015200855  
 Travelers Bond No.: 106760841  
 F&D/Zurich Bond No. 9267705  
 Federal Bond No.: 8245-76-24  
 Continental Bond No.: 30018225  
 BH Surety Bond No.: 47-SUR-300033-01-0163

**FLATIRON BOND NUMBERS:**  
 Liberty Bond No.: 015200856  
 Travelers Bond No.: 106760842  
 F&D/Zurich Bond No. 9267706  
 Federal Bond No.: 8245-76-25  
 Continental Bond No.: 30018226  
 BH Surety Bond No.: 47-SUR-300033-01-0164

## PERFORMANCE AND PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_  
 Turner-Flatiron, A Joint Venture \_\_\_\_\_, a corporation  
 organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor"  
 and SEE ATTACHMENT A, a corporation  
 organized under the laws of the State of SEE ATTACHMENT A, and authorized to transact business in  
 the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF  
 DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY",  
 in the penal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00), lawful  
 money of the United States of America, for the payment of which sum the Contractor and Surety  
 bind themselves and their heirs, executors, administrators, successors and assigns, jointly and  
 severally by these presents.

**WHEREAS**, the above Contractor has, as of the date of execution listed on the contract signature  
 page, entered into a written contract with the City for furnishing all labor, materials, equipment,  
 tools, superintendence, and everything necessary for and required to do, perform and complete the  
 construction of Contract No. 201631723, Concourse Expansion CMR, Denver International  
 Airport, in accordance with the Technical Specifications, Contract Drawings, and all other  
 Contract Documents therefore, which are incorporated herein by reference and made a part hereof,  
 and are herein referred to as the Contract;

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

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

**IN ADDITION**, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who

supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

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

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 25th day of October, 2017.

Turner - Flatiron, A Joint Venture  
CONTRACTOR

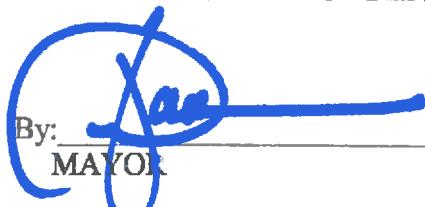
By:   
President Member or Manager of the Joint Venture

SEE ATTACHMENT A

By: SEE ATTACHMENT A  
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.)

CITY AND COUNTY OF DENVER

By:   
MAYOR

By:   
Chief Executive Officer  
Denver International Airport

APPROVED AS TO FORM:

By: KRISTEN BRONSON, Attorney for the  
City and County of Denver

By:   
Assistant City Attorney

ATTACHMENT A

**TURNER BOND NUMBERS:**

Liberty Bond No.: 015200855  
Travelers Bond No.: 106760841  
F&D/Zurich Bond No.: 9267705  
Federal Bond No.: 8245-76-24  
Continental Bond No.: 30018225  
BH Surety Bond No.: 47-SUR-300033-01-0163

**FLATIRON BOND NUMBERS:**

Liberty Bond No.: 015200856  
Travelers Bond No.: 106760842  
F&D/Zurich Bond No.: 9267706  
Federal Bond No.: 8245-76-25  
Continental Bond No.: 30018226  
BH Surety Bond No.: 47-SUR-300033-01-0164

Liberty Mutual Insurance Company, a Massachusetts Corporation  
Travelers Casualty and Surety Company of America, a Connecticut corporation  
Fidelity and Deposit Company of Maryland, a Maryland corporation  
Zurich American Insurance Company, a New York corporation  
Federal Insurance Company, an Indiana corporation  
The Continental Insurance Company, a Pennsylvania Corporation  
Berkshire Hathaway Specialty Insurance Company, a Nebraska Corporation

**Liberty Mutual Insurance Company – A.M. Best Rating A XV**

175 Berkeley Street, Boston, MA 02116

**Mailing Address for Notices:**

Gretchen Eck, Surety Claims Counsel  
2815 Forbs Avenue, Suite 102  
Hoffman Estates, IL 60192

**Bond No. 015200855 (Turner)**  
**015200856 (Flatiron)**

**Travelers Casualty and Surety Company of America – A.M. Best Rating A++ XV**

Construction Services, One Tower Square, Hartford, CT 06183

**Bond No. 106760841 (Turner)**  
**106760842(Flatiron)**

**Fidelity and Deposit Company of Maryland**

**Zurich American Insurance Company - A.M. Best Rating A+ XV**

1299 Zurich Way, 5<sup>th</sup> Floor, Schaumburg, IL 60196

**Bond No. 9267705 (Turner)**  
**9267706 (Flatiron)**

**Federal Insurance Company – A.M. Best Rating A++ XV**

202B Hall's Mill Road, Whitehouse Station, NJ 08889

**Bond No. 8245-76-24 (Turner)**  
**8245-76-25 (Flatiron)**

**The Continental Insurance Company – A.M. Best Rating A XV**

333 S. Wabash Avenue, Chicago, IL 60604

**Bond No. 30018225 (Turner)**  
**30018226 (Flatiron)**

**Berkshire Hathaway Specialty Insurance Company – A.M. Best Rating A++ XV**

100 Federal Street, 20th Floor, Boston, MA 02110

**Bond No. 47-SUR-300033-01-0163 (Turner)**  
**47-SUR-300033-01-0164 (Flatiron)**

By:

Maria L. Spadaccini, Attorney-In-Fact

## ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared \_\_\_\_\_ to me known, who by me being duly sworn, did depose and say: that he is a member or manager of the joint venture \_\_\_\_\_ and that he is authorized to execute the attached surety bond in the name of and for the joint venture above named, and that he acknowledged to me that he signed the attached instrument pursuant to such authority.

---

Notary Public

My commission expires: \_\_\_\_\_

## CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY  
COUNTY OF BERGEN

On this 25th day of October, 2017 before me personally came MARIA L. SPADACCINI to me known, who, being by me duly sworn, did depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument 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/his name thereto by like order.

(SEAL)



Charo J. Rosemond  
Notary Public of New Jersey  
Comm. # 50062328  
My Commission Expires 6/13/2022



LIBERTY MUTUAL INSURANCE COMPANY  
**FINANCIAL STATEMENT — DECEMBER 31, 2016**

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits.....	\$1,092,914,837
*Bonds — U.S. Government.....	1,406,763,970
*Other Bonds.....	11,379,916,523
*Stocks.....	10,349,761,988
Real Estate.....	290,265,760
Agents' Balances or Uncollected Premiums.....	4,709,977,463
Accrued Interest and Rents.....	112,757,395
Other Admitted Assets.....	<u>14,659,523,751</u>
<b>Total Admitted Assets .....</b>	<b><u>\$44,001,881,687</u></b>
	<b>Unearned Premiums.....</b> \$6,929,723,299
	Reserve for Claims and Claims Expense .....
	17,233,877,300
	Funds Held Under Reinsurance Treaties.....
	208,362,823
	Reserve for Dividends to Policyholders.....
	944,909
	Additional Statutory Reserve .....
	39,649,905
	Reserve for Commissions, Taxes and
	Other Liabilities .....
	<u>3,061,117,958</u>
	<b>Total .....</b> <u>\$27,473,676,194</u>
	Special Surplus Funds.....
	\$95,257,334
	Capital Stock.....
	10,000,000
	Paid in Surplus .....
	9,229,250,104
	Unassigned Surplus.....
	7,193,698,055
	<b>Surplus to Policyholders .....</b> <u>16,528,205,493</u>
	<b>Total Liabilities and Surplus.....</b> <u>\$44,001,881,687</u>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values. The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23<sup>rd</sup> day of March, 2017.

TAMidolajewski

### Assistant Secretary

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7827253

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company      West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Elliott W. Wolfe; Lisa M. Scavetta; Maria L. Spadaccini; Mary R. McKee; Nicholas F. Walsh; Sherryanne M. DePirro; Vincent C. Miseo

all of the city of Paramus, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of July, 2017.



STATE OF PENNSYLVANIA      ss  
COUNTY OF MONTGOMERY

On this 7th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 25, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows.

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. **OCT 25 2017**



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2016

**CAPITAL STOCK \$ 6,480,000**

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 23,923,843	UNEARNED PREMIUMS	\$ 879,381,216
BONDS	3,472,067,233	LOSSES	758,091,002
STOCKS	321,318,705	LOSS ADJUSTMENT EXPENSES	224,272,289
INVESTMENT INCOME DUE AND ACCRUED	42,069,894	COMMISSIONS	39,769,777
OTHER INVESTED ASSETS	3,108,073	TAXES, LICENSES AND FEES	13,875,052
PREMIUM BALANCES	217,181,397	OTHER EXPENSES	42,557,946
NET DEFERRED TAX ASSET	69,571,968	CURRENT FEDERAL AND FOREIGN INCOME TAXES	11,351,548
REINSURANCE RECOVERABLE	23,137,819	REMITTANCES AND ITEMS NOT ALLOCATED	9,443,140
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,917,816	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	73,697,600
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,661,930	RETROACTIVE REINSURANCE RESERVE ASSUMED	977,978
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	593,147	POLICYHOLDER DIVIDENDS	9,082,602
OTHER ASSETS	6,199,678	PROVISION FOR REINSURANCE	3,555,060
		ADVANCE PREMIUM	1,786,267
		PAYABLE FOR SECURITIES	3,948,166
		PAYABLE FOR SECURITIES LENDING	6,917,816
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,818,735
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	686,744
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,349,281
		TOTAL LIABILITIES	\$ 2,107,562,219
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,647,905,524
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,088,189,284
TOTAL ASSETS	\$ 4,195,751,503	TOTAL LIABILITIES & SURPLUS	\$ 4,195,751,503

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2016.

Michael J. Dooley  
SECOND VICE PRESIDENT

SECOND VICE PRESIDENT

**NOTARY PUBLIC**

SUSAN M. WEISSLEDER  
*Notary Public*  
*My Commission Expires November 30, 2017*

A circular notary seal for Connecticut. The outer ring contains the text "SUSAN M. WEISSLEDER" at the top and "NOTARY PUBLIC" at the bottom, separated by a five-pointed star. The inner circle contains the word "CONNECTICUT" at the bottom, also separated by a five-pointed star. The entire seal is enclosed in a decorative circular border.



## POWER OF ATTORNEY

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

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

Attorney-In Fact No. 231084

Certificate No. 007291238

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

Mary R. McKee, Sherryanne M. DePirro, Maria L. Spadaccini, Nicholas F. Walsh, Elliott W. Wolffe, Vincent C. Miseo, and Lisa M. Scavetta

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

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of July, 2017.

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

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



State of Connecticut  
 City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 11th day of July, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



  
 Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this OCT 25 2017 day of October, 20 2017.



Kevin E. Hughes, Assistant Secretary



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

# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition As Of December 31, 2016

### ASSETS

Bonds .....	\$ 141,903,342
Stocks .....	22,845,654
Cash and Short Term Investments.....	3,080,053
Reinsurance Recoverable .....	13,996,720
Other Accounts Receivable.....	27,147,872
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 208,973,641</b>

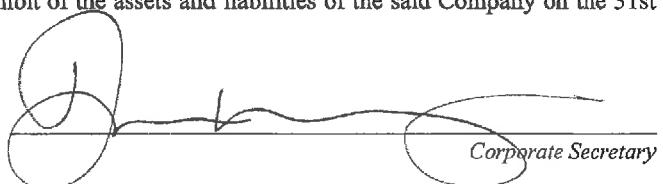
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 896,428
Ceded Reinsurance Premiums Payable .....	40,193,693
Securities Lending Collateral Liability .....	0
<b>TOTAL LIABILITIES.....</b>	<b>\$ 41,090,121</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	<u>162,883,521</u>
Surplus as regards Policyholders.....	167,883,520
<b>TOTAL .....</b>	<b>\$ 208,973,641</b>

Securities carried at \$62,166,344 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2016 would be \$209,350,832 and surplus as regards policyholders \$168,260,711.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2016.



Corporate Secretary

State of Illinois  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 1<sup>st</sup> day of March, 2017.



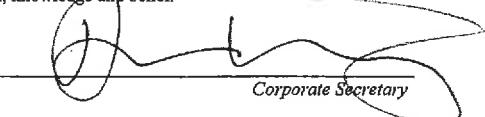
*Darryl Joiner*  
Notary Public



**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006**  
**As of December 31, 2016 and December 31, 2015**

	12/31/2016	12/31/2015
<b>Assets</b>		
Bonds	\$ 17,161,451,744	\$ 17,260,128,973
Preferred Stock		
Common Stock	3,241,050,263	3,457,354,146
Real Estate	1,026,001,064	743,791,691
Other Invested Assets	1,948,564,541	2,048,959,102
Derivatives	15,084,953	
Short-term Investments	655,803,775	403,620,083
Receivable for securities	119,469,175	86,823,468
Cash and cash equivalents	(66,647,236)	182,127,374
Securities lending reinvested collateral assets	112,477,509	86,554,110
Employee Trust for Deferred Compensation Plan	156,985,102	153,274,854
Total Cash and Invested Assets	<u>\$ 24,370,240,890</u>	<u>\$ 24,422,633,801</u>
Premiums Receivable	\$ 4,231,447,148	\$ 3,598,435,742
Funds Held with Reinsurers	1,783,310	1,906,522
Reinsurance Recoverable	623,035,654	521,790,582
Accrued Investment Income	123,371,546	123,257,424
Federal Income Tax Recoverable	947,211,719	1,045,367,647
Due from Affiliates	110,421,961	200,022,690
Other Assets	595,372,223	558,041,597
Total Assets	<u>\$ 31,002,884,451</u>	<u>\$ 30,471,456,005</u>
<b>Liabilities and Policyholders' Surplus</b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 14,267,336,824	\$ 14,173,584,657
Unearned Premium Reserve	4,253,376,558	4,463,409,342
Funds Held with Reinsurers	215,284,071	203,459,214
Loss In Course of Payment	534,413,839	386,200,590
Commission Reserve	136,388,581	120,630,088
Federal Income Tax Payable	89,598,056	93,480,741
Remittances and Items Unallocated	142,307,982	178,038,986
Payable to parent, subs and affiliates	264,541,870	69,640,403
Provision for Reinsurance	56,323,818	44,528,436
Ceded Reinsurance Premiums Payable	934,904,370	939,196,923
Securities Lending Collateral Liability	112,477,509	86,554,110
Other Liabilities	2,144,252,359	1,947,276,015
Total Liabilities	<u>\$ 23,151,205,837</u>	<u>\$ 22,705,999,505</u>
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes		
Special Surplus Funds	52,465,000	56,772,000
Cumulative Unrealized Gain	178,672,890	430,546,047
Unassigned Surplus	3,221,409,403	2,879,007,132
Total Policyholders' Surplus	<u>\$ 7,851,678,614</u>	<u>\$ 7,765,456,500</u>
Total Liabilities and Policyholders' Surplus	<u><u>\$ 31,002,884,451</u></u>	<u><u>\$ 30,471,456,005</u></u>

I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify  
 that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the  
 31st day of December, 2016, according to the best of my information, knowledge and belief.

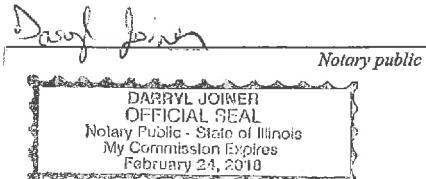


Corporate Secretary

State of Illinois  
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg,  
 this 1st day of March, 2017.



ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mary R. MCKEE, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, Elliott W. WOLFFE and Vincent C. MISEO**, all of Paramus, New Jersey, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of July, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By:



Assistant Secretary  
Joshua Lecker



Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 6th day of July, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND**, Vice President, and **JOSHUA LECKER**, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25 day of OCT 25 2017, 2017.



David McVicker, Vice President

### TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2016

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ (86,990)	Outstanding Losses and Loss Expenses..... \$ 11,482,308	
United States Government, State and Municipal Bonds.....	8,135,311	Unearned Premiums..... 2,723,875	
Other Bonds.....	5,471,330	Ceded Reinsurance Premiums Payable..... 566,868	
Stocks.....	130,689	Provision for Reinsurance ..... 29,339	
Other Invested Assets.....	1,289,903	Other Liabilities..... 1,144,976	
 TOTAL INVESTMENTS .....	<u>14,940,243</u>	 TOTAL LIABILITIES .....	<u>15,947,366</u>
 Investments in Affiliates:			
Chubb Investment Holdings, Inc.....	3,727,406	Capital Stock..... 20,980	
Pacific Indemnity Company.....	2,926,619	Paid-In Surplus..... 3,106,809	
Executive Risk Indemnity Inc.....	1,250,965	Unassigned Funds ..... 8,296,020	
Great Northern Insurance Company .....	504,162	 SURPLUS TO POLICYHOLDERS .....	<u>11,423,809</u>
Vigilant Insurance Company.....	319,505		
Chubb European Investment Holdings, SLP .....	277,361		
Chubb Custom Insurance Company .....	214,956		
Chubb National Insurance Company .....	162,929		
Chubb Indemnity Insurance Company.....	163,668		
Other Affiliates .....	70,204		
Premiums Receivable .....	1,510,107		
Other Assets .....	<u>1,303,050</u>		
 TOTAL ADMITTED ASSETS .....	<u>\$ 27,371,175</u>	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS..... <u>\$ 27,371,175</u>	

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2016, investments with a carrying value of \$565,702,495 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary of the Federal Insurance Company  
being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2016 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2016.

Subscribed and sworn to before me  
this March 3, 2017.

*Jeanette Shipsey*  
Jeanette Shipsey  
Notary Public

JEANETTE SHIPSEY  
Notary Public, State of New York  
No. 02SH5074142  
Qualified in Nassau County  
Commission Expires March 10, 2019

Dawn M. Chloros  
Assistant Secretary

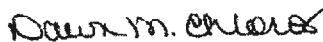
## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

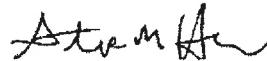
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Sherryanne M. DePirro, Mary R. McKee, Vincent C. Miseo, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh and Elliott W. Wolffe** of **Paramus, New Jersey**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **31<sup>st</sup> day of July, 2017**.



Dawn M. Chloros, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY

ss.

County of Hunterdon

Notarial Seal



KATHERINE J. ADELAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318865  
Commission Expires July 16, 2019



Notary Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (i) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (ii) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (iii) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (iv) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (v) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **October 25, 2017**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: [surety@chubb.com](mailto:surety@chubb.com)

**THE CONTINENTAL INSURANCE COMPANY**  
**Radnor, Pennsylvania**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2016**

**ASSETS**

Bonds	\$ 1,134,642,999
Stocks	146,454,381
Cash and short-term investments	208,940,675
Receivables for securities	15,218
Investment income due and accrued	14,853,145
Amounts recoverable from reinsurers	86,857,208
Funds held by or deposited with reinsured companies	1,463,083
Net deferred tax asset	56,055,855
Premiums and considerations	16,951,925
Other assets	1,251,000
<b>Total Assets</b>	<b>\$ 1,667,485,489</b>

**LIABILITIES AND SURPLUS**

Losses	\$ 812,077,677
Loss adjustment expense	37,646,991
Unearned premiums	-
Other expenses	750,799
Ceded reinsurance premiums payable (net of ceding commissions)	23,147,409
Funds held by company under reinsurance treaties	2,535,486
Provision for reinsurance	76,000,000
Other liabilities	(785,015,440)
<b>Total Liabilities</b>	<b>\$ 167,142,922</b>

**Surplus Account:**

Capital paid up	\$ 53,566,360
Gross paid in and contributed surplus	1,423,436,994
Special Surplus	257,617,903
Unassigned funds	(234,278,690)
Surplus as regards policyholders	\$ 1,500,342,567
<b>Total Liabilities and Capital</b>	<b>\$ 1,667,485,489</b>

I, Troy Wray, Assistant Vice President of Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2016, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Insurance Company as of that date.



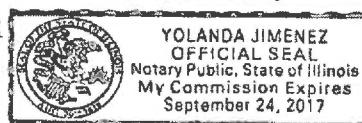
THE CONTINENTAL INSURANCE COMPANY

By   
 Assistant Vice President

March 10, 2017.

Subscribed and sworn to me this 10th day of March, 2017.

My commission expires:



  
 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

Mary R McKee, Sherryanne M De Pirro, Maria L Spadaccini, Nicholas F Walsh, Elliott W Wolffe, Vincent C Miseo, Lisa M Scavetta, Individually

of Paramus, NJ, 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 14th day of July, 2017.



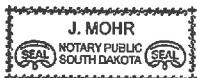
## The Continental Insurance Company

Paul T. Bruflat

**Vice President**

State of South Dakota, County of Minnehaha, ss:

On this 14th day of July, 2017, 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

---

## 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 25 day of October 2017.



## The Continental Insurance Company

D. Johnson

### Assistant Secretary

## 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.”

**BERKSHIRE HATHAWAY  
SPECIALTY INSURANCE COMPANY**

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102

**ADMITTED ASSETS\***

	<u>12/31/2016</u>	<u>9/30/2016</u>	<u>12/31/2015</u>
Total invested assets	\$ 3,707,827,160	\$ 3,227,738,364	\$ 3,186,498,049
Premium & agent balances (net)	193,621,498	217,789,751	111,888,220
All other assets	185,024,482	149,308,523	73,200,653
<b>Total Admitted Assets</b>	<b>\$ 4,086,473,140</b>	<b>\$ 3,594,836,638</b>	<b>\$ 3,371,586,922</b>

**LIABILITIES & SURPLUS\***

	<u>12/31/2016</u>	<u>9/30/2016</u>	<u>12/31/2015</u>
Loss & loss exp. unpaid	\$ 142,981,337	\$ 115,650,774	\$ 33,586,302
Unearned premiums	160,310,927	147,682,695	62,997,856
All other liabilities	446,041,395	299,250,489	230,891,273
<b>Total Liabilities</b>	<b>749,333,659</b>	<b>562,583,958</b>	<b>327,475,431</b>
<b>Total Policyholders' Surplus</b>	<b>3,337,139,481</b>	<b>3,032,252,680</b>	<b>3,044,111,491</b>
<b>Total Liabilities &amp; Surplus</b>	<b>\$ 4,086,473,140</b>	<b>\$ 3,594,836,638</b>	<b>\$ 3,371,586,922</b>

\* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating

Standard & Poor's: AA+ Rating



Berkshire Hathaway  
Specialty Insurance

47-SUR-300033-01-0163

## 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 100 Federal Street, 20th Floor, Boston, Massachusetts 02110, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Andrew Waterbury, Sherryanne M. DePirro, Elliott Wolffe, Mary R. McKee, Maria L. Spadaccini, Nicholas F. Walsh, Lisa M. Scavetta, Vincent C. Miseo, 650 From Road of the city of Paramus State of New Jersey**, 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 November 18, 2014. 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.

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 18th day of November, 2014 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, Brennan Neville, the undersigned, Assistant Secretary 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, I have hereunto affixed the seals of said companies this date of October 25, 2017.



Assistant Secretary

FOR CLAIM NOTIFICATION please send via email at [claimsnotice@bhsspecialty.com](mailto:claimsnotice@bhsspecialty.com), via fax to (617) 507-8259, contact our 24 hour number at (855) 453-9675 or mail Berkshire Hathaway Specialty Insurance, 500 Northpark Town Center, 1100 Abernathy Road, N.E., Suite 1200, Atlanta, GA 30328.

**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)**

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Berkshire Hathaway  
Specialty Insurance

## 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 100 Federal Street, 20th Floor, Boston, Massachusetts 02110, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Andrew Waterbury, Sherryanne M. DePirro, Elliott Wolfe, Mary R. McKee, Maria L. Spadaccini, Nicholas F. Walsh, Lisa M. Scavetta, Vincent C. Miseo, 650 Front Road of the city of Paramus State of New Jersey**, 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.

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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 18th day of November, 2014 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, Brennan Neville, the undersigned, Assistant Secretary 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, I have hereunto affixed the seals of said companies this date of October 25, 2017.



Assistant Secretary

FOR CLAIM NOTIFICATION please send via email at [claimsnotice@bhsspecialty.com](mailto:claimsnotice@bhsspecialty.com), via fax to (617) 507-8259, contact our 24 hour number at (855) 453-9675 or mail Berkshire Hathaway Specialty Insurance, 500 Northpark Town Center, 1100 Abernathy Road, N.E., Suite 1200, Atlanta, GA 30328.

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

ARTICLE V.

CORPORATE ACTIONS

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EXECUTION OF DOCUMENTS:

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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.

## BOND RIDER

CGMP Task Order No. \_\_\_\_\_

Contract No. \_\_\_\_\_

TO BE ATTACHED TO AND FORM PART OF

PERFORMANCE AND PAYMENT  
(TYPE OF BOND)

NO: \_\_\_\_\_

IN FAVOR OF: CITY AND COUNTY OF DENVER  
(OBLIGEE)

ON BEHALF OF: \_\_\_\_\_  
(PRINCIPAL)

EFFECTIVE: \_\_\_\_\_  
(ORIGINAL EFFECTIVE DATE)

IT IS AGREED THAT in consideration of the original premium charged for this bond and any additional premium that may be properly chargeable as a result of this rider,

The Surety, \_\_\_\_\_, hereby gives consent to:

<input type="radio"/> INCREASE BOND PENALTY	<input type="radio"/> CHAGNE THE NAME OF PRINCIPAL
<input type="radio"/> DECREASE BOND PENALTY	<input type="radio"/> CHANGE THE ADDRESS OF PRINCIPAL
<input type="radio"/> CHANGE THE EFFECTIVE DATE	<input type="radio"/> CHANGE THE EXPIRATION DATE
<input type="radio"/> OTHER	

of the attached bond as described herein:

Ref	Description	No	Amount

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

\*\*Note that in order for the Task Orders to be considered "completed" and therefore removed from the "current" work order total, the City must have issued a Letter of Final Acceptance for each completed Task Order.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_

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

(witness)

ACCEPTED BY OBLIGEE

\_\_\_\_\_

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

(witness)

**Exhibit H**

**Division 1**

**General Requirements**

**Incorporated Herein by Reference**

# Exhibit I

## CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT PROJECT OFFICE SPACE ADDENDUM

This Project Office Addendum is between the CITY AND COUNTY OF DENVER ("City") on behalf of its Department of Aviation ("DEN"), and the Contractor (the "Contractor").

WHEREAS, Contractor and City are parties to a Construction Contract, known by contract number \_\_\_\_\_ (the "Construction Contract"). During the design and construction period of the Construction Contract, it is in the best interest of all parties for the Contractor to have a Project Office for its personnel and necessary subcontractors at Denver International Airport; and

WHEREAS, City has identified Project Office a, owned and operated by DEN (the "Property") for Contractor to utilize in accordance with the terms of this Interim Office Space Lease (the "Addendum") for its personnel on a temporary basis at the Property; and

NOW THEREFORE, the City and Contractor hereby set forth the terms and conditions for Contractor's use of the Property as follows:

### SECTION 1 Purpose

1.1 The purpose of this Addendum is to facilitate the Contractor's non-exclusive use of the Property as described in attachment A for office use and parking purposes. Attachment A may be modified throughout the life of the agreement in order to meet the best interest of the City and the Project. The parties agree that this Addendum is not a lease of the Property. Contractor specifically acknowledges and understands that this Addendum is temporary, and that the uses granted in this Addendum are revocable by the City. Any improvements made on or to the Property are made at Contractor's risk and shall not obligate the City hereunder to enter into a lease for the Property, or to pay Contractor hereunder for such improvements or the removal of such improvements. The Contractor agrees that all activities it conducts on the Property shall be performed in accordance with the terms and conditions set forth in this Addendum.

### SECTION 2 City's Rights

2.1 City reserves the right to control, monitor, and establish reasonable procedures applicable to Contractor's use of the Property. The City reserves the right to revoke or modify this Addendum at any time. The City also reserves the right of title, use, and occupancy of the Property, subject to the rights granted herein, provided that the City shall not unreasonably interfere with Contractor's exercise of the Addendum rights granted hereunder.

### SECTION 3 General Requirements and Conditions

3.1 Term. This Addendum shall commence on with the Effective Date of the Construction Contract and terminate six months after the Project Final Completion.

3.2 Property. The initial Project Office location is set forth on attachment A. In the City's sole discretion, the Project Office may be moved during the Term of the Project. Any relocation of the Project Office shall be incorporated into the Construction Contract through a Change Order.

3.3 Consideration. The parties acknowledge that reasonable lease expenses of a contractor's jobsite office would be paid by the City as part of the contractor's general conditions. Therefore, for this Project, the City agrees to provide use of the Project Office to the Contractor for its jobsite office, in exchange, the Contractor has removed all rental lease costs associated with a project office from the cost of the Work.

If the Contractor elects to lease additional office space, which is not owned by the City and is necessary to complete the Work, the additional office space shall be reimbursable to the Contractor as Cost of Work with the City's prior written approval. The City's written approval shall not be unreasonably withheld.

The Contractor agrees to use the Property solely in support of the Work.

3.4 Specific Terms and Conditions. This Addendum is subject to the following terms and conditions the other terms and conditions stated in the Construction Contract.

3.5 Damage to City Property. Any property of the City damaged or destroyed by Contractor incident to the exercise of the privileges granted by this Addendum shall be promptly repaired or replaced by Contractor to its previous condition to the reasonable satisfaction of the Owner's Authorized Representative.

3.6 Electrical Overload. Contractor agrees that nothing shall be done or kept on the Property and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Property which might impair the structural soundness of the building, result in an overload of utility lines serving the Property.

3.7 Improvements. Contractor, after receiving written approval from the City, shall construct and install any Improvements necessary for it to conduct its business operations on the Property. Any improvements made on or to the Property are made at Contractor's risk and shall not obligate the City to pay Contractor hereunder (unless otherwise agreed) for such improvements or the removal of such improvements. The Improvements are subject to the prior written approval of the City and shall be constructed in accordance with the Airport's Tenant Development Guidelines, and pursuant to the City's building permit process and the customary terms and conditions thereof.

# **Exhibit K**

## **Fringe Benefit Multiplier**

The Contractor considers this information to business confidential;  
therefore, a copy of the agreed on Exhibit K  
is held at Denver International Airport.

# **Exhibit L**

## **Core Staff Labor Rates**

The Contractor considers this information to business confidential;  
therefore, a copy of the agreed on Exhibit L  
is held at Denver International Airport.

# DEN ROCIP III Insurance Manual

**Project No.: TBD**

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

G  
4  
7

**Project: [Enter Project Name]**

**Lead Contractor: [Manager]**



CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION  
8500 Peña Boulevard  
Denver, CO 80249

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## Overview

*Welcome to the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, DEN ROCIP III Insurance Program*

A ROCIP is a program that insures the Project Owner, all Enrolled Contractors, Enrolled Subcontractors of every tier and other designated parties for Work performed for various Projects at the Denver International Airport (DEN) designated for coverage and designated off-site exposures. Certain contractors and subcontractors are ineligible for this program. These parties are identified in the definitions section of this manual and in Section 4.

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

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

### Note: PARTICIPATION IS MANDATORY-NOT OPTIONAL

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

## About This Manual

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

### What This Manual Does

#### This Manual:

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

#### What this Manual Does Not Do

#### This Manual does not:

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

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

### Disclaimer

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

## Key Information

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

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

## DEN ROCIP III Project Directory

*The following list includes key risk management and insurance personnel involved in the DEN ROCIP III Projects.*

### DEN ROCIP III ADMINISTRATION - GALLAGHER

ROCIP Service Team – Arthur J. Gallagher Risk Management Services, Inc.			
DEN ROCIP III Administrator.....	Heather Lawson	314.800.2205	heather_lawson@ajg.com
DEN ROCIP III Administrator.....	Barb Suttner	314.800.2280	barb_suttner@ajg.com
Safety/Loss Control.....	Ed Davis	303.889.2552	ed_davis@ajg.com
Safety/Loss Control.....	Terry McIntire	925.407.5451	terry_mcintire@ajg.com
DEN ROCIP III Claim Consultant .....	Kendall Trump	303.889.2570	kendall_trump@ajg.com

### DEN ROCIP III MANAGEMENT - GALLAGHER

Arthur J. Gallagher Risk Management Services, Inc.			
Account Executive .....	Karen Graham	303.889.2538	karen_graham@ajg.com
Account Executive .....	Scott Whiteside	510.207.0115	scott_whiteside@ajg.com
DEN ROCIP III Program Manager .....	Priscilla McCoy	303.889.2540	priscilla_mccoy@ajg.com

### DEN ROCIP III MANAGEMENT - CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION

DIA Management Team			
Owner Representative / DEN Risk Manager .....	Kate Tremblay	303-342-2152	kate.tremblay@flydenver.com
Overall Safety Manager .....	Keith Williams	303-342-2132	keith.williams@flydenver.com
Assigned Project Manager/ Safety & Health .....	Mary Connors	303-342-2135	mary.connors@flydenver.com
Assigned Project Manager/ Safety & Health .....	Ken Roberts	303-342-2638	kenneth.roberts@flydenver.com

## Definitions

*The following is a summary of definitions applicable to the DEN ROCIP III PROGRAM used in this manual.*

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

Employer:	Any individual, firm, corporation or other entity, which provides direct construction labor, including supervisory labor, for work performed at the Project Sites.
Enrolled Parties:	The Contractor and those Subcontractors that have submitted all necessary enrollment information and been accepted into the DEN ROCIP III as evidenced by the issuance of a Certificate of Insurance.
Lead Contractor:	The Contractor that CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION enters directly into a formal Contract for work performed at the Project Sites.
Non-Enrolled:	<b>A "Non-Enrolled" Contractor or Subcontractor is one that has not submitted the required enrollment forms. A "Non-Enrolled" Contractor or Subcontractor is also one that has submitted the required enrollment forms and has either not received written confirmation from the Owner's representative evidencing acceptance into the ROCIP or has received written confirmation from the Owner or its representative declining acceptance into the ROCIP. The ROCIP does not insure "Non-Enrolled" Contractors, Subcontractors or Sub-subcontractors.</b>
Ineligible Party:	Parties not covered by the ROCIP because of ineligibility. No insurance coverage provided by CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION under the DEN ROCIP III shall extend to the activities or products of the following: <ol style="list-style-type: none"><li>(1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s) with no direct onsite installation responsibility, <b>however, for General Liability Coverage only, the ROCIP III insurance carrier may agree to extend coverage if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the insurance carrier requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer.</b> Approval must be obtained from the insurance carrier before enrolling in the ROCIP for General Liability coverage only.</li><li>(2) Hazardous materials remediation, removal, or transportation companies and their consultants;</li></ol>

- (3) Any architect, engineer or surveyor or their consultants.
- (4) Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;
- (5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;
- (6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason;
- (7) Persons or entities who are not enrolled parties or included as insureds within the policies;
- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or

or

- (9) Any other person or entity specifically excluded by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, in its sole discretion, from participation as Enrolled Parties.

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

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

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

Named Insured:

The CITY AND COUNTY OF DENVER, A MUNICIPAL CORPORATION OF THE STATE OF COLORADO, THROUGH AND ON BEHALF OF ITS DEPARTMENT OF AVIATION, AKA DENVER INTERNATIONAL AIRPORT and its subsidiary and affiliated companies; Enrolled Contractors and Subcontractors of any tier and any other party so named in the insurance policies.

Insurer:	The insurance companies which provide coverages for the DEN ROCIP III.
On-Sites Activities:	Construction activities at the Project Sites.
Payroll Reports:	Monthly Payroll Reports are mandatory. For purposes of the DEN ROCIP III, payroll refers to <b>unburdened</b> straight time payroll per Workers' Compensation Class Codes.
Policy Owner:	The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, AKA DENVER INTERNATIONAL AIRPORT PROJECT IDENTIFIER: DEN ROCIP III
Policy Term:	The Policy Term will cover the period of construction through project completion, including a (8) year term for Completed Operations.
Project Sites:	"Project Sites" shall mean those areas designated in writing by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, in a Contract document for performance of the Work and such additional areas as may be designated in writing by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION for Contractors' use in performance of the Work. Subject to the ROCIP III Insurers written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, (3) staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the worker's compensation policy included in the ROCIP III, but excluding any permanent locations of Contractor or such covered Subcontractors.
<p><u>Items 1 through 4 above must be approved by the DEN ROCIP III Insurer and listed on the DEN ROCIP III Policy(ies).</u></p>	
ROCIP:	Rolling Owner Controlled Insurance Program – A coordinated insurance program providing certain insurance coverages as generally described in this manual for Work at the Project Sites.
ROCIP Administrator:	Arthur J. Gallagher Risk Management Services, Inc. herein referred to as the "ROCIP Administrator."
Subcontractor:	Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these Subcontractor's lower-tier subcontractors.

Work: Operations as fully described in the Contract and Subcontract, performed at or emanating directly from the Project Sites. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract documents.



## DEN ROCIP III Insurance Coverages

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

### Covered Parties

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

### Those Not Covered

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

### Evidence of Coverage

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

## Description of ROCIP III Coverages

The following sections provide a summary of the policies that the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, has obtained for the DEN ROCIP III. The limits shown will be the minimum limits purchased by the Owner.

Workers Compensation and Employers Liability:

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

**Part One** - Workers' Compensation: Statutory Limit

**Part Two** - Employer's Liability: Annual Limits Per Insured

Bodily Injury by Accident, each Accident	\$1,000,000
Bodily Injury by Disease, each employee	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000

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

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

Commercial General Liability:

(Shared by all insured's) Limits of Liability

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

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

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

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

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

**Excess Liability:**

	<u>Limits of Liability shared by all Insureds</u>
Each Occurrence Limit :	\$200,000,000
General/Other Aggregate Limit ((Per Project Basis and Reinstates Annually)	\$200,000,000
Products/Completed Operations Aggregate Limit (applies on a Per Project Basis)	\$200,000,000
Products/Completed Operations Aggregate Maximum Policy Cap	\$400,000,000
<ul style="list-style-type: none"><li>▪ "Pay on behalf" wording with legal defense outside the limits</li><li>▪ Designated Projects Schedule</li><li>▪ Scheduled Underlying Coverage's: Employer's Liability; Primary Commercial General Liability</li><li>▪ Period of Statute of Repose for Products &amp; Completed Operations Extension (single policy term aggregate) commencing when the Work is considered to be completed as defined in the underlying General Liability Policy</li><li>▪ Excludes: Automobile Liability, Asbestos; Lead, Silica, Discrimination &amp; Wrongful Termination; War, Nuclear; Pollution (except where noted); and other policy terms and conditions</li></ul>	

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

**Note**

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

### **Contractors Pollution Liability Insurance (Shared by all insureds)**

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

**Limits of Liability:**

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

Period of Statute of Repose for Products & Completed Operations Extension (single policy term aggregate) commencing when the Work is considered to be completed as defined in the Policy

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

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

**Note**

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

## Builders Risk:

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

<b>Limits of Insurance:</b>	\$500,000,000	Policy Limit/Any One Occurrence	
<b>Sublimits:</b>			
	Included in Policy Limit	Water Damage (includes surface water, back up of sewers and drains)	
	\$15,000,000	Damage to Existing Building	
	Included Policy Limit	Flood	
	Included in Policy limit	Earthquake	
	\$10,000,000	Property in Storage Off-Site	
	\$10,000,000	Property Temporarily Off-site	
	\$10,000,000	Property in Transit (Road, Rail or Inland Waterway, including Place of Storage and Accommodation and all related Loading and Unloading	
	25% of Loss/\$10,000,000 Maximum	Debris Removal	
	125%	Escalation Clause	
	\$2,500,000	Fire Fighting and Service Charges	
		Law or Ordinance (Coverage B and C only); for Coverage A (building) is included within the Project Value)	
	\$10,000,000	\$5,000,000	Plans, Drawings and Documents
		\$1,000,000	Reproduction of Computer Records
	\$20,000,000	\$20,000,000	Extra Expense
		\$2,000,000	Expediting Expense
	\$2,000,000	\$2,000,000	Temporary Repairs
		\$2,000,000	Professional Fees
	\$2,000,000	\$2,000,000	Loss Minimization Expenses and Preventative Measures
		\$1,000,000	Pollution Clean Up Costs from land and water
	\$500,000	\$500,000	Continuing Hire Costs
		\$500,000	Claim Preparation Costs
	\$5,000,000	\$5,000,000	Soft Costs

<b>Deductibles:</b>	\$25,000 Per Occurrence except \$50,000 Flood \$50,000 Earthquake
	In the event that more than one Deductible could apply, the largest single Deductible only will apply
<b>Coverage Extensions:</b>	<ul style="list-style-type: none"> <li>• Beneficial Occupancy Clause – Property taken into Use Clause</li> <li>• Automatic Reinstatement Clause – without additional premium</li> <li>• Repeat Tests Clause</li> <li>• Civil or Military Authority Clause</li> <li>• Other Interests Clause</li> </ul>
<b>Other Terms and Conditions:</b>	<ul style="list-style-type: none"> <li>• Occurrence Definition – 72 hour period</li> <li>• Primary Insurance Provision</li> <li>• Defects Extension (LEG 2/96 or LEG 3/06)</li> <li>• Concealed Damage Clause 50/50</li> <li>• Permissions Clause</li> <li>• Claims Procedures Clause</li> <li>• Interim Payments Clause</li> <li>• Cancellation Clause – Insurer may cancel only for non-payment of premium</li> <li>• Inadvertent Errors and Omissions Clause</li> <li>• Reasonable Precautions Clause</li> <li>• Dispute Resolution Clause</li> <li>• Waiver of Subrogation</li> </ul>
<b>Exclusions (including but not limited to):</b>	<ul style="list-style-type: none"> <li>• Contractors' Plant and Equipment</li> <li>• Wear and Tear or Gradual Deterioration (with exception)</li> <li>• Corrosion and Erosion (with exception)</li> <li>• Normal Upkeep</li> <li>• Penalties and Consequential Loss</li> <li>• Money</li> <li>• Inventory Loss (including mysterious disappearance)</li> <li>• Aircraft</li> <li>• War and Civil War</li> <li>• Political Risks</li> <li>• Radioactivity (CL 370)</li> <li>• Electronic Data (Computer Virus, Corruption or Alteration, etc.) with exception for if loss is caused by an insured peril</li> <li>• Deliberate Acts</li> </ul>

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

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

**Note**

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

## ROCIP III Termination or Modification

The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION reserves the right to terminate or modify the DEN ROCIP III or any portion thereof. The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION exercises this right, Enrolled Contractors and Subcontractors of any tier will be provided notice as required by the terms of their individual Contracts. At its option, the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION may procure alternate coverage or may require the Lead Contractor to procure and maintain alternate insurance coverage at the Owner's cost.

## Required Coverage for Contractors and Subcontractors

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

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

See Section 8  
for sample Certificate of  
Insurance form.

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

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

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

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

## Contractor and Subcontractor Provided Coverages

All Contractors and Subcontractors shall provide evidence of automobile liability. DEN ROCIP III does not cover automobile liability.

### Automobile Liability and Automobile Physical Damage

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

*Regarding airside unescorted access, all Lead Contractors and Subcontractors are required to carry Automobile Liability limits of \$10,000,000 per accident / occurrence. Please refer to the insurance requirements in your subcontract agreement for the required limits.*

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

Enrolled Contractors and Subcontractors shall provide evidence of workers' compensation insurance for off-site activities, including design work.  
Ineligible Contractors and Subcontractors shall provide evidence of workers' compensation applicable to the Project.

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

### Workers' Compensation and Employer's Liability

**Part One - Workers' Compensation:** Statutory Limit

**Part Two - Employer's Liability** Annual Limits:  
 Bodily Injury by Accident, each Accident Contractor \$1,000,000  
 Bodily Injury by Disease, each Employee \$1,000,000  
 Bodily Injury by Disease, Policy Limit \$1,000,000

### Commercial General Liability/Umbrella Liability

<u>PRIME CONTRACTOR REQUIREMENTS</u>	<u>Limits of Liability</u>
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000

<u>SUBCONTRACTOR REQUIREMENTS*</u>	<u>Limits of Liability</u>
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000

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

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

#### Aircraft/Aviation Liability

Should aircraft of any kind be used by a Contractor or Subcontractor of any tier, or by anyone else on its behalf, Contractor or Subcontractor shall contact CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION risk management department to ensure the appropriate Aircraft/Aviation Liability is in place. All limits, coverages, and endorsements will be set and enforced by CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION's risk management department

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

#### Professional Liability

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

#### Contractor's Equipment

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

## Contractor and Subcontractor Responsibilities

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

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

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

## Contractor Bids

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

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

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

### Note

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

## Enrollment

See Section 8 for sample ROCIP forms

Each Contractor shall provide details about itself and its subcontractors as necessary to enroll in the DEN ROCIP III Program. The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION will need all of the information requested to enroll the project, your declaration rate pages and deductible endorsement on CGL policy must be completed and submitted to the DEN ROCIP III Administrator prior to mobilization to obtain coverage under the DEN ROCIP III.

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

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

### Note: Enrollment is Mandatory - Not Automatic

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

## Assignment of Return Premiums

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

## Payroll Reports

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

### Note

Each Contractor and Subcontractor must submit payroll through DENs LCP portal on conjunction with remitting to the DEN ROCIP III Administrator.

This information will be used to provide the insurance companies with information required to determine the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION's premium. *Instructions are noted under Section 8 of this manual.* The Contractor and each Subcontractor must register first and enroll online. *See Section 8 of this manual for instructions.*

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

### Note: Separate Reports Required

A separate Payroll Report is required for each Contract for Work you are performing.

## Insurance Company Payroll Audit

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

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

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

### Note

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

## Completion of Work

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

Final Payment will not be released by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION until all necessary forms have been submitted to the DEN ROCIP III Administrator.

## Claims Reporting

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

Each Contractor and Subcontractor of any tier shall follow the claims procedures as established by the DEN ROCIP III Administrator. Contractors and Subcontractors of any tier agree to assist and cooperate in every manner possible in connection with the adjustment of all claims and demands in which the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION's Insurer(s) is called on to adjust or defend. Please refer to Section 7 of this Manual.

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

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

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

## Safety Procedures

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

## .Off-Sites Locations

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

Coverage is not automatic until confirmed by the DEN ROCIP III Administrator.

## Change Order Procedures

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

## Close Out and Audit Procedures (via the on-line system)

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

## Claim Procedures

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

### Claim Contacts

The primary Claim contact for the project will be:

Kendall Trump, CIC, ARM-e  
Claim Consultant  
Arthur J. Gallagher Risk Management Services, Inc.  
303.889.2570  
[kendall\\_trump@ajg.com](mailto:kendall_trump@ajg.com)

Backup:

Steven Ballard, CPCU, SCLA  
Area Vice President-Claims  
Arthur J. Gallagher Risk Management Services, Inc.  
214.365.7925  
[steve\\_ballard@ajg.com](mailto:steve_ballard@ajg.com)

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

### Workers' Compensation Claims

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

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

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

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

The CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION will arrange for local 911 emergency ambulance services for response to any serious, traumatic, life-threatening injuries and will provide information to be posted at the Project Site and in the claims packet.

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

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

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

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

### **Report Workers Compensation Claims**

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

[www.zurichna.com](http://www.zurichna.com)

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

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

Phone: 1-800-987-33731

Fax: 1-877-962-2567

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

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

***Reporting via e-mail:***

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

E-mail: [usz.rocip3claims@zurichna.com](mailto:usz.rocip3claims@zurichna.com)

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

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

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

**Medical Bills**

Please send all medical bills to the following Zurich Office:

Zurich North America - Claims  
**P.O. Box 66941**  
**Chicago, IL 60666**  
**Fax: 847.240.8172**

**Medical Bill Inquiries**

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

**Medical provide line to assist in finding claim number assigned:**

Call the Zurich Medical Provider Helpline at 719.590.8719

E-mail Zurich's Care Center at [usz\\_carecenter@zurichna.com](mailto:usz_carecenter@zurichna.com)

**Claim Documents:**

[Usz.zurich.claims.documents@zurichna.com](mailto:Usz.zurich.claims.documents@zurichna.com)

## Liability Claims

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

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

## Builder's Risk Claims

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

## Automobile Claims

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

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

## Pollution Claims

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

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

***Lead Contractor: [Manager]***

***Project: TBD***

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

### Note

For assistance, please contact:

**Heather Lawson – DEN ROCIP III Administrator**  
Telephone Number: 800-877-8218 ext 2205 or 314-800-2205  
Email: [heather.lawson@ajg.com](mailto:heather.lawson@ajg.com)

Or

**Barb Suttner – DEN ROCIP III Administrator**  
Telephone Number: 800-877-8218 ext 2280 or 314-800-2280  
Email: [barb.suttner@ajg.com](mailto:barb.suttner@ajg.com)

## DEN ROCIP III Enrollment Procedures and Requirements

**EVERY DEN ROCIP III PARTICIPANT MUST COMPLETE THE DEN ROCIP III ENROLLMENT ONLINE.**

**IMPORTANT! YOUR PROJECT NO. IS REQUIRED WHEN ENROLLING**

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

If you have any questions or concerns please don’t hesitate to contact Heather Lawson or Barb Suttner:

**Heather Lawson**  
314-800-2205  
[Heather\\_lawson@ajg.com](mailto:Heather_lawson@ajg.com)

**Barn Suttner**  
314-800-2280  
[Barb\\_Suttner@ajg.com](mailto:Barb_Suttner@ajg.com)

# On-line Enrollment Instructions

## Enrolling Through the Online Portal

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

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

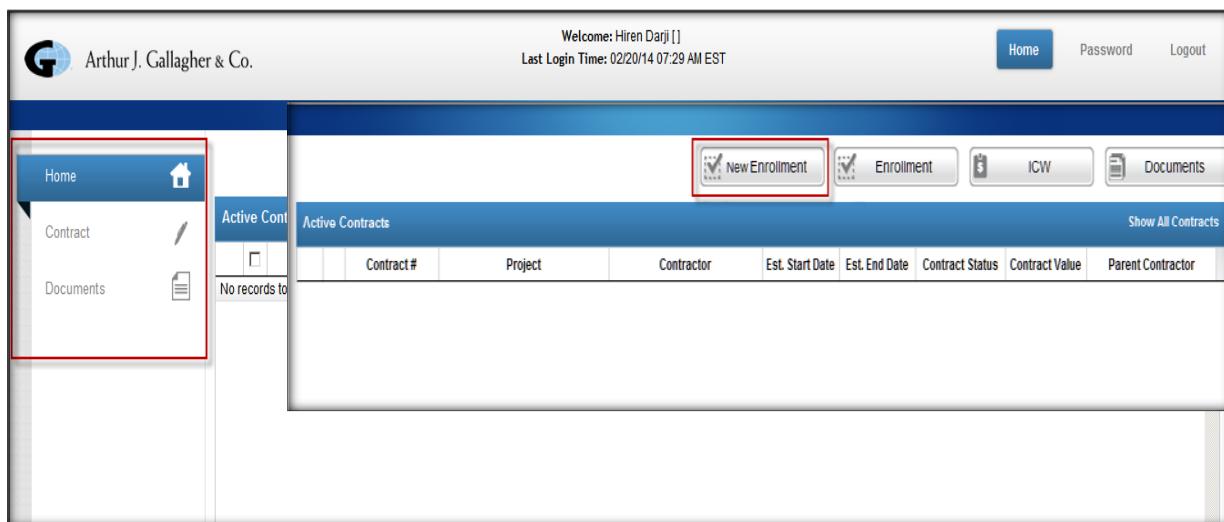
If you are already registered, proceed to step 5.

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

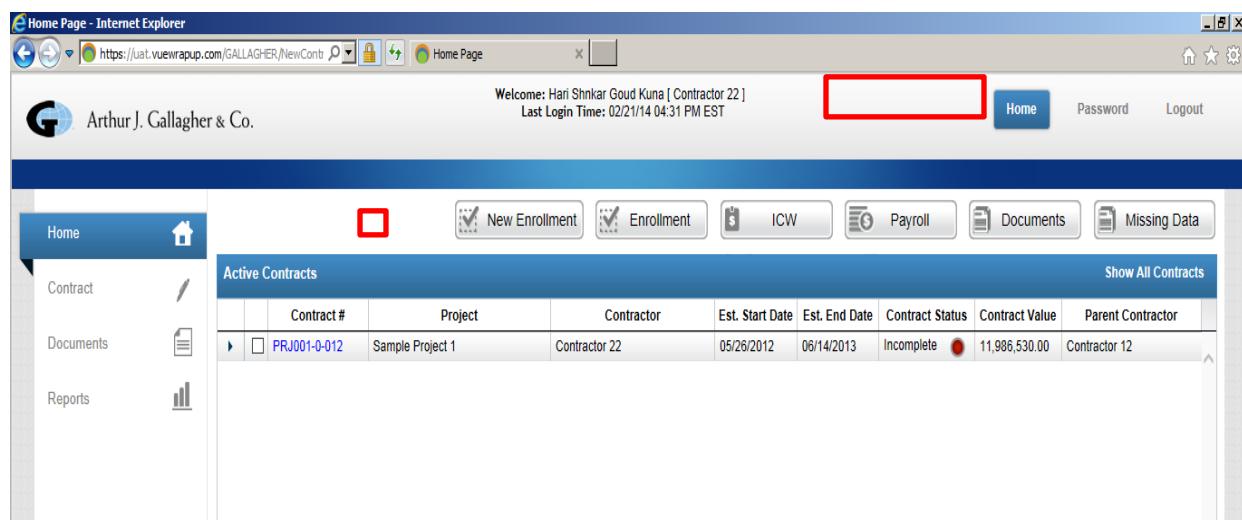
here to login to Contractor Portal'."/>

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

4. When your registration has been received successfully, you will see the message “User ID and Password are created. Please click here to login to Contractor Portal” in red. Click the link to be redirected to the login page where you can login to the portal to complete your enrollment. You will also receive an email with your User ID and Password for your records.
5. When you login, if you do not yet have any contracts added, click the button “New Enrollment”.
- 6.



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



7. You will be brought to the Enrollment Screen.

Arthur J. Gallagher & Co.

Welcome: Hiren Darji []  
Last Login Time: 02/20/14 07:29 AM EST

Home Password Logout

Home Enrollment

Contract

Enrollment

ICW

Documents

Contract

ICW

Sub Contract

Expand All

Contract Information

Project: North West Stadium

Parent Contractor: South West Inc.

Contractor: Bridgestone Construction LL

FEIN: 12-1231231

Est Start Date: 02/20/2014

Est End Date: 02/20/2015

Contract Value: 500,000.00

Description: Building a New Stadium.

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

- a. Contract Information
- b. Address
- c. Contact
- d. Estimated Payroll
- e. Insurance Information

8. Fill in each section with your information to the best of your ability. Fields highlighted in yellow are required. If you do not know the information for a required field, enter an X, or if a specified format is required such as a date, enter your best estimate.

- a. For a new enrollment, all fields shown should be filled in.
- b. If you have previously started an enrollment or if a contract has been added to your portal by an administrator, you may not be able to edit some fields. Move on from those and fill in all the other fields as completely as possible. (If you notice a mistake in a non-editable field, contact your administrator).

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

### Contract Information

1

Project	Sample Project 1	Parent Contractor	
Contractor	CTR-1224-13	FEIN	99-9999904
Est Start Date	02/05/2013	Est End Date	06/14/2013
Contract Value	1,500,000.00	Contract Status	Incomplete
Description	Contract Description is required.		

10. In the address section, enter a primary address by filling in the fields for address type, street address, city, state, zip, and checking the checkbox “Primary”. You must enter at least one address and it must be marked as primary.

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

**Address**

---

Address Type  Primary

Street Address 1  Street Address 2

City / State / Zip

11. In the Contact section, add your contacts. You must enter at least one contact and it must be marked as primary. You can also add additional contacts. The same rules around marking as primary, adding and deleting apply for Contact as for address. Please see the address section above for more details.

- You must provide a value for your corresponding preferred mode of contact. For example, if you select email as your preferred method of contact, you must provide an email address.

**Contact**

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

Job Title  Primary

First Name  Last Name

Email  Fax

Phone  Mobile

Preferred Mode of Contact

Add

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

**Estimated Payroll** 1

• Estimated Payroll is required.

State  NEW YORK Select WC Code  Select

Man Hours  Payroll(\$)

Add

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

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

a. *Risk ID # (This is the ID # assigned to the Contractor by the Rating Bureau that compiles and calculates the EMR).*

b. Rating Bureau (The organization that compiles Claims history and Payroll to calculate the EMR).

c. EMR value for current year.

d. Anniversary Rating Date (MM/DD/YYYY) by when new EMR shall come into effect).

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

e. Offsite WC (Worker's Compensation) Carrier Name

f. WC (Worker's Compensation) Offsite Policy Number

g. Policy Effective Date (mm/dd/yyyy) - Start date of the Policy

h. Policy End Date (mm/dd/yyyy) – End date of the Policy

The screenshot shows a 'Insurance Information' form within a web application. The form contains the following fields:

- Risk Id: Text input field
- Rating Bureau: Text input field with a dropdown arrow
- EMR: Text input field
- Anniversary Rating Date: Text input field with a calendar icon
- Offsite WC Carrier: Text input field
- WC Offsite Policy #: Text input field
- Policy Effective Date: Text input field with a calendar icon
- Policy End Date: Text input field with a calendar icon

Below the form is a large text area for a statement of truth, with a checked checkbox and the text: "Statements in this application are true and accurate to the best of my knowledge." To the right of this text area is a vertical scroll bar.

At the bottom of the form, there is a checkbox labeled "Signature (print your name) and Date" followed by a text input field. A yellow 'Submit' button is located at the bottom right.

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

a. Once this checkbox is checked, Signature (print your name) and Date field will be visible. Please add details for sign and date.

a. If Verification checkbox is not checked before submitting enrollment, then system will give message as "[You have not verified the above information.](#)"

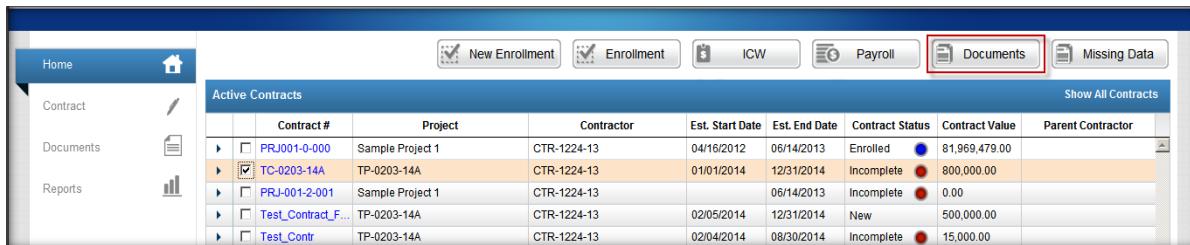
b. If Signature is not entered before submitting Enrollment, then system will give message as "[Signature is required.](#)"

**Note:**

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

**Submit Documentation**

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



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

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

Screen 1 – Documents Screen

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

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

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

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

**Note:**

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

## Add Lower Tier Subcontractors

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

2. To add a new Subcontractor, please make sure to enter:
  - i. Expected Start Date – Estimated start date of the subcontract
  - j. Please enter Business Name, NOA Status (from the available options in the dropdown), FEIN #, Subcontract Value.
  - k. Contract # and Approval Status are read only fields.
  - l. Please enter following details for Contact Information and Payroll Contact Information for the subcontract.

First Name, Last Name, Phone #, Fax # and Email Address.
3. To add another subcontractor; please click on the ADD button. A new subcontract block will be added under the existing section.
4. **DELETE** button is available to delete the subcontractor, if needed.
5. Please verify the information and check the checkbox next to the statement “I have reviewed the information and agree that it is correct” before submitting the subcontractor details.

### Note:

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

# On-line Payroll Reporting Instructions

## How to Report Payroll On-Line

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

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

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



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

The screenshot shows the 'Payroll' screen. The top navigation bar has a 'Payroll' tab which is selected and highlighted in blue. The main area contains fields for 'Report Date' (02/21/2014), 'Start Date' (02/01/2014), 'End Date' (02/28/2014), 'Signed By' (joe), and 'Title'. Below these is a 'Note' text area. At the bottom is a table for entering payroll data.

WC Code	Description	Man Hours	Gross Payroll (\$)	Reported Payroll (\$)
0042	Landscaping and Gardening	200	1000	1000

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

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

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



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> Your Insurance Agent/Broker Name Address			<b>CONTACT NAME:</b> Your agent's contact name <b>PHONE (A/C, No, Ext):</b> Your agent's phone # <b>E-MAIL:</b> <b>ADDRESS:</b> Your agent contact's e-mail address	<b>FAX (A/C, No):</b> Agent's Fax #
City	St	Zip Code	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Your Insurance Company	
<b>INSURED</b> Your Company name Address City, State, Zip Code			INSURER B : Your Insurance Company INSURER C : Your Insurance Company INSURER D : INSURER E : INSURER F :	NAIC #

## COVERAGES

**CERTIFICATE NUMBER:**

---

**REVISION NUMBER:**

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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / (Attach Accord 101 - Additional Remarks Schedule, if more space is required.)**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION, its officers, directors, employees and agents are added as Additional Insureds, per endorsement equivalent to ISO Form CG 2038. Coverage is primary and non-contributory. Waiver of Subrogation is included for General Liability, Workers' Compensation and Auto Liability per endorsement # attached.

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**CERTIFICATE HOLDER**

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**CANCELLATION**

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## ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# Instructions for Completing the First Report of Injury (Form follows these instructions)

Please read all pages}

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

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

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

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

## INSTRUCTIONS

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

### General

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

### Calculation of Average Weekly Wage

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

### Injury Date Information

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

### Notes

Are Wages continued per C.R.S. 8-42-124?<sup>1</sup>

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

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

Injury Description (Tell us the part of the body that was affected. Tell us the nature of the injury/illness<sup>2</sup>; What was the employee doing just before the accident occurred?<sup>3</sup>; What happened?<sup>4</sup>; What object or substance directly harmed the employee?<sup>5</sup>)

2 Be more specific than "hurt", "pain", or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

3 Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; or "daily computer key-entry."

4 Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

5 Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank

### Notices

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

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

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

## WORKERS' COMPENSATION TELEPHONE REPORTING WORKSHEET

### THINGS TO REMEMBER WHEN COMPLETING THE INFORMATION BELOW:

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

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

### ACCOUNT / ACCIDENT INFORMATION

CALLER'S PHONE NUMBER / EXTENSION (   )	CALLER'S TITLE	CALLER'S NAME	REPORTING STATE CO
SUBCONTRACTOR/SUBSIDIARY NAME	SUBCONTRACTOR'S ADDRESS (STREET, CITY, STATE & ZIP)		SUBCONTRACTOR'S MAILING ADDRESS (STREET, CITY, STATE & ZIP) <input type="checkbox"/> SAME

DID THE ACCIDENT OCCUR AT THE LOCATION ADDRESS?

YES  NO IF NO, ADDRESS WHERE ACCIDENT OCCURRED

PARENT COMPANY / INSURED'S NAME

**City and County of Denver, Department of Aviation, DEN ROCIP III**

LOCATION CODE	POLICY SYMBOL AND NUMBER	NATURE OF BUSINESS
DATE OF INJURY	TIME OF INJURY	
ACCIDENT DESCRIPTION		

### EMPLOYEE INFORMATION

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

### EMPLOYEE JOB INFORMATION

EMPLOYMENT STATUS CODE <input type="checkbox"/> FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER _____	INJURED WORKER TYPE	REGULAR OCCUPATION
OCCUPATION WHEN INJURED		

EMPLOYEE'S WORK SCHEDULE

REGULAR WORK HOURS HOURS/DAY DAYS/WEEK

EMPLOYEE'S WAGE INFORMATION:

\$ \_\_\_\_\_ / HOUR OR \$ \_\_\_\_\_ / ANNUAL OR \$ \_\_\_\_\_ / WEEKLY OVERTIME: \$ \_\_\_\_\_ ADDITIONAL BENEFITS: \$ \_\_\_\_\_

DATE OF HIRE OR LENGTH OF EMPLOYMENT

SUPERVISOR'S NAME:	SUPERVISOR'S PHONE NUMBER: (   )	BEST HOURS TO CONTACT
--------------------	-------------------------------------	-----------------------

### ACCIDENT INFORMATION

DATE CLAIM REPORTED TO EMPLOYER?	DID EMPLOYEE LOSE ANY TIME FROM WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO	IS THE EMPLOYEE BACK AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE RETURNED TO WORK?
RETURN TO WORK STATUS <input type="checkbox"/> LIGHT <input type="checkbox"/> MODIFIED <input type="checkbox"/> REGULAR	DATE EMPLOYEE LAST WORKED	WAS INJURY FATAL? IF YES, DATE OF DEATH <input type="checkbox"/> YES <input type="checkbox"/> NO

CAUSE OF ACCIDENT (E.G., SLIP/FALL, LIFTING, CHEMICAL)

EQUIPMENT, MATERIAL OR SUBSTANCE INVOLVED

DO YOU QUESTION THE VALIDITY OF THE CLAIM?

YES  NO

WITNESS INFORMATION/OTHERS INVOLVED

NAME (FIRST, MI, LAST)

ADDRESS

PHONE NUMBER

C-23437 Rev. 9/02

**CONTINUED ON REVERSE SIDE**

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**INJURY INFORMATION**

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

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

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

 YES  NO

TREATMENT ('X' ALL THAT APPLY)

<input type="checkbox"/> FIRST AID —	TREATMENT AND DATE OF 1 <sup>ST</sup> TREATMENT
<input type="checkbox"/> HOSPITAL/CLINIC —	NAME, ADDRESS, PHONE NUMBER, PHYSICIAN NAME, TREATMENT, DATE OF 1 <sup>ST</sup> TREATMENT, LENGTH OF STAY, AMBULANCE USED?  WAS EMPLOYEE TREATED IN AN EMERGENCY ROOM? <input type="checkbox"/> YES <input type="checkbox"/> NO      WAS EMPLOYEE HOSPITALIZED OVERNIGHT AS AN IN-PATIENT? <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> PHYSICIAN —	

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

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**CUSTOMER SPECIFIC INFORMATION**

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**ADDITIONAL COMMENTS & INFORMATION**

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**City and County of Denver, Department of Aviation**  
**DEN ROCIP III**  
**GENERAL LIABILITY LOSS REPORT**

**DESIGNATED PROJECT:** **TBD**

Contractors Email to [Kate.Tremblay@flydenver.com](mailto:Kate.Tremblay@flydenver.com) and to [Kendall\\_trump@ajg.com](mailto:Kendall_trump@ajg.com) within 24 hours of incident. Once complete, DIA will submit to Arthur J. Gallagher. Contact AJG by telephone at **(303) 773-9999** about any case involving bodily injury / fatality, extensive property damage, or lawsuit.

<b>POLICY HOLDER / COMPANY NAME</b>				
Name				Phone Number
CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION				
ROCIP III				
Address	Street	City	State	Zip Code
	8500 Pena Boulevard	Denver	CO	80249

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

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

<b>WITNESSES (VERY IMPORTANT)</b>				
Names	Addresses	Street	City	State & Zip Code
<b>INJURED PERSON AND INJURIES</b>				
Name of person injured		Age	<input type="checkbox"/> Married	<input type="checkbox"/> Single
Address	Street	City	State	
Nature and extent of injuries				
Name of doctor or hospital		Address	Street	City      State & Zip Code
By whom is injured person employed?		Did injured person lose time from work as a result of this injury?		Has injured returned to work?
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>DAMAGE TO PROPERTY OF OTHERS</b>				
Names	Addresses	Street	City	State & Zip Code
Kind of property				
Where may property be seen?      Estimated cost of repairs				
Do you think a claim will be made against you?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	By whom?

Date of this report

Signed



# CITY AND COUNTY OF DENVER

Michael B. Hancock  
Mayor

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

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

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

Mayor Michael Hancock  
1437 Bannock Street, Room 350  
Denver, CO 80202
3. The Mayor's Office will forward your Notice of Claim to the Denver City Attorney's Office. You will receive a letter, which will provide Denver's claim number and the investigator's name and phone number.
4. If you have any questions about your claim contact the Denver International Airport Risk Management Department at 303.342-2151.

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

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

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

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

## DEN ROCIP III BUILDERS RISK CLAIMS

DESIGNATED PROJECT:	TBD
Project no.	

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

**DEN ROCIP III**  
**BUILDERS RISK LOSS REPORT**

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

<u>Company Name:</u> <b>City and County of Denver, Department of Aviation, DEN ROCIP III</b>				
<u>Mailing Address</u>	Street	City	State	Zip Code
8500 Pena Boulevard		Denver	CO	80249
<u>Date of Loss or Accident</u>	Month	Day	Year	Time      A.M.    P.M.
<u>Location where loss or accident occurred</u> Street      City      State      Zip Code				
<u>Cause of loss (i.e., fire, wind, theft, etc.)</u>				
<u>Describe how loss or accident occurred</u>				
<u>General description of property (Attach photos or inventory if appropriate)</u>				
<u>If caused by burglary, theft or vandalism, was loss reported to police?</u>			<input type="checkbox"/> Yes	<input type="checkbox"/> No
<u>If yes, police address and case number</u>				
<u>Estimate of entire loss</u> \$				
<u>Estimated salvage value of damaged articles</u> \$				
<u>Which fire department(s) attended?</u>				
<u>Name of person reporting claim</u>		<u>Phone number &amp; Email</u>		

# CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION



## ROLLING OWNER CONTROLLED INSURANCE PROGRAM III

### SAFETY MANUAL

SEPTEMBER 25, 2017 V3

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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 an Owner Controlled Insurance Program (ROCIP). A ROCIP is a single insurance program that insures the City and County of Denver, the Contractor and Subcontractors of any tier, and other designated parties for work performed at the project site. Certain Trade Contractors and Subcontractors are ineligible for this program. See ROCIP Insurance Manual for eligibility.

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

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

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

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

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

The Contractor and Subcontractors must thoroughly review this document and the appropriate portions of the Contract Documents, including Division 1- General Requirements, to understand the risks inherent in the project and the safety measures needed to adequately protect employees and the public from harm. No accommodations will be made to Contractors and Subcontractors, due to ignorance, regarding safety program requirements. The cost of compliance shall be borne solely by the Contractor and Subcontractors.

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

**The OWNER reserves the right to make any changes and modifications to this document via bulletin, form, or any other written communication.**

## ***SECTION 2. DEFINITIONS***

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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) **DEN 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 Department of Aviation ROCIP projects. The team includes The City and County of Denver project

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

- 4) **Competent Person.** One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- 5) **Contractor.** The entity with which the City and County of Denver enters into this contract.
- 6) **Contractor Safety Representative.** Fulltime safety professional assigned to monitor the safety of Contractor employees and Subcontractors under the scope of work of the contract.
- 7) **Employee.** Person employed by an Employer as defined by this section.
- 8) **Employer.** Firm or entity that has Employees working on site and is enrolled in the ROCIP program. The term Employer includes the Contractor and Subcontractors of all tiers.
- 9) **Hole.** A gap or void 2 inches or more in its least dimension, in a floor, roof, or other walking/working surface.
- 10) **Near Miss Incident.** Incident that had the potential to cause harm or injury but because of circumstances resulted in no harm.
- 11) **ROCIP Broker/Administrator.** Arthur J. Gallagher & Co. (AJG) is the broker administering the ROCIP Insurance Program providing risk management consulting and being a consultant for safety to the project.
- 12) **Occupation Safety and Health Administration.** OSHA as used in the context of these Safety Standards refers to Federal agency with jurisdiction over workplace occupational safety and health at the project site.
- 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. DEN ROCIP SAFETY TEAM DIRECTORY***

Name	Title	Company	Office	Cell	Email
Kate Tremblay	Risk Manager	DEN	(303) 342-2152	(970) 481-9341	<a href="mailto:Kate.Tremblay@flydenver.com">Kate.Tremblay@flydenver.com</a>
Keith Williams	Safety Supervisor	DEN	(303) 342-2132	(303) 513-6233	<a href="mailto:Keith.Williams@flydenver.com">Keith.Williams@flydenver.com</a>
Mark Adams	Acting Director AIM Development	DEN	(303) 342-2762		<a href="mailto:Mark.Adams@flydenver.com">Mark.Adams@flydenver.com</a>
TBD	Project Manager	DEN			
Ed Davis	Senior Loss Control Specialist	A.J. Gallagher	(303) 889-2552	(303) 601-1165	<a href="mailto:ed_davis@aig.com">ed_davis@aig.com</a>
Rick Zellen	Risk Engineer	Zurich Services Corporation		(720) 737-8434	<a href="mailto:Rick.zellen@zurichna.com">Rick.zellen@zurichna.com</a>

Cell Phone numbers are 24/7

**For all emergencies, call 303-342-4211.**

## ***SECTION 4. SAFETY RESPONSIBILITIES & QUALIFICATIONS***

### ***4.0 CONTRACTOR***

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

## 4.1 CONTRACTOR SAFETY REPRESENTATIVE

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**NOTE:** Variance to the requirements in Sections 4.1.A. and 4.1.B. may be granted at the sole discretion of the DEN 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 DEN 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) with at least 5 years of relevant construction safety and health experience; **or**
  - 2) Have a Bachelor's degree in Safety Management or an equivalent engineering degree with at least 7 years of relevant construction safety and health experience; **or**
  - 3) Have at least 12 years of relevant construction safety and health experience; **and**
  - 4) Completed the OSHA 500 course for construction within the last 24 months, 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, FAA, TSA, DHS, 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 DEN 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 DEN 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 DEN 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 DEN ROCIP Safety Team upon request.
- iii. Conduct investigations of all accidents and incidents and forward reports to the DEN ROCIP Safety Team.

- iv. Compile safety statistical information and copy the DEN 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 DEN 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 PreTask 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 DEN 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 DEN ROCIP Safety Team is a representative of the City and County of Denver, Denver International Airport, and shall directly review and manage the requirements of the ROCIP Safety Plan. If DEN 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 DEN 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 DEN 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 DEN 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, ASSE, and National Safety Council to remain apprised of new developments in safety or any other professional electronic briefings as necessary.

## SECTION 5. HEALTH AND SAFETY SPECIAL PROVISIONS

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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 DEN 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. Pre-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 pre-project hazard analysis of their scope of work operations before initiating work on this project.
- 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 DEN ROCIP Program. Contractors/Subcontractors of any tier are responsible for testing any and all of their employees who work on the project for the presence of drugs or alcohol.
  - 1) DEN/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 and any other current or future ROCIP projects at DEN.
    - ii. The Contractor will be responsible to reimburse DEN for the cost of pre-employment drug testing for employees who do not receive safety orientation 30 days after the pre-employment drug screen is performed.

- iii. If an employee is absent from the site more than 120 consecutive days, pre-employment drug testing will be required to regain site access. The Contractor is responsible to reimburse DEN for the cost of this testing.
- iv. At the sole discretion of DEN Airport 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 who test positive for illegal drugs or substances or alcohol above established limits will be immediately removed from the project site.
- D. Managers and supervisors will be trained in recognizing the signs and symptoms of drug and alcohol abuse.
- E. Employees suspected of drug or alcohol abuse should be escorted to the testing facility by two individuals for witness purposes; one person being the supervisor and the other a non-management person.
- F. Employees failing post-accident or reasonable suspicion drug tests will not be allowed to drive a motor vehicle when leaving the testing facility – the Contractor or Subcontractor must ensure that the employee finds an alternative means of transportation, such as a family member or a taxi.
- G. The Contractor shall carefully consider the expectations of individual privacy and confidentiality in retaining records under their policy. With the exception of the testing laboratory and the Contractor's program administrator, drug test results may not be divulged to anyone without the expressed written authorization of the tested individual, unless requested by State agency officials as part of an accident investigation.
- H. Each Contractor shall submit a substance abuse policy that contains the following:
  - 1) Statement of Purpose
  - 2) Statement of Policy
  - 3) Policy Administration/Types of Drug (including testing for synthetics) & Alcohol Tests (Pre-employment, post incident, and reasonable suspicion)
  - 4) Positive & Negative Results
  - 5) Transporting employees to and from testing facility
  - 6) Use of prescription drugs
  - 7) Recordkeeping
  - 8) Training
  - 9) Right to Search
  - 10) Discipline
  - 11) Definitions
  - 12) Confidentiality

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

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

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

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

### **5.1.3 ROCIP DRUG-FREE WORKPLACE POLICY**

#### **SECTION I. INTRODUCTION**

The DEN 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, DEN has established, as a condition of employment and continued employment, the following drug-free workplace policy.

#### **SECTION II. DRUG-FREE WORKPLACE POLICY**

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

##### **A. Drug Defined.**

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

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

The unlawful possession, manufacture, distribution, dispensation, possession of drug paraphernalia or the illegal use of a controlled substance on the project premises including defined rest areas, contractor parking areas, in company vehicles or while engaged in company activities on the project is strictly prohibited. The use of controlled substances includes being "under the influence".

**C. Compliance Is a Condition of Employment and Continued Employment**

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

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

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

**SECTION III. DRUG-FREE AWARENESS PROGRAM**

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

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

**SECTION IV. DEFINITIONS**

**1. Aliquot**

A portion of a specimen used for testing.

**2. Blind Sample**

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

**3. Chain of Custody**

Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing chain of custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form accounting for the specimen will be used within the laboratory.

**4. Collection Container**

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

**5. Collection Site**

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

**6. Collection Site Person**

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

**7. Confirmation Test**

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

**8. Confirmed Positive Test**

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

**9. Consortium**

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

**10. Contractor**

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

**11. Controlled Substance**

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

**12. Drug Paraphernalia**

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

**13. Employee**

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

**14. Illegal and/or Prohibited Drug Use**

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

**15. Initial Test**

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

**16. Medical Review Officer (MRO)**

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

**17. Negative Test Result**

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

**18. Program Administrator**

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

**19. Safety-Sensitive Employee**

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

**20. Safety-Sensitive Function**

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

**21. Shipping Container**

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

**22. Shy Bladder**

Inability to provide an adequate amount of urine.

**23. Substance Abuse**

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

**24. Substance Abuse Professional (SAP)**

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

**25. Testing**

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

**SECTION V. TYPES OF DRUG TESTS**

- Pre-Employment

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

#### A. Pre-Employment

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

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

#### B. Post-Accident

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

1. For purposes of this policy an accident is defined as an "incident" as follows:
  - a. Death or bodily harm to any person resulting in one or any combination of the following:
    - (1) Loss of consciousness
    - (2) Necessity for professional medical treatment.

- (3) Disability which prevents the discharge of normal activities beyond the day of the accident.
- b. Property damage, resulting in cost of recovery value, for loss of product and/or damage to the property of the ROCIP project or others, without regard to monetary value.
2. The ROCIP Contractor will provide employees with the necessary post-accident information, procedures and instructions.
3. The Contractor shall take all reasonable steps to ensure that the employee is available for post-accident testing. Employees who are subject to post-accident testing have the responsibility to make themselves available for such testing and this does not mean that necessary medical treatment for injured people should be delayed. Employees subject to post-accident testing are not to drink alcohol for up to eight hours after the accident or until post-accident testing is completed (whichever occurs first).

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

#### C. Reasonable Suspicion

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

#### D. Return to Duty

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

## **SECTION VI. TESTING OF SPECIMENS**

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

## **SECTION VII. SPECIMEN COLLECTION PROCEDURES**

### **A. Designation of Collection Site**

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

### **B. Security**

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

1. Procedures will provide for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it will be secure at all times. If a facility cannot be dedicated solely for urine collections, a portion of the facility used for collections shall be secured during the collection process.
2. A facility normally used for other purposes, such as a public restroom or hospital examining room, may be secured by visual inspection to ensure access cannot be obtained by other persons and undetected access is not possible. Security during collection may be maintained by effective restriction of access to collection materials and specimens. In the case of a public restroom, the facility must be posted against access during the entire collection procedure to avoid embarrassment to the employee or distraction of the collection site person.

3. If it is impractical to maintain continuous physical security of a collection site from the time the specimen is presented until the sealed mailer is transferred for shipment, the following minimum procedures will apply:
  - a. The specimen will remain under the direct control of the collection site person from delivery to its being sealed in the mailer.
  - b. The mailer will be immediately mailed, maintained in secure storage, or remain under the personal control of the collection site person until mailed.

#### C. Chain of Custody

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

#### D. Access to Authorized Personnel Only

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

and the employee has departed the site (or, in the case of an employee who was unable to provide a complete specimen, has entered a waiting area).

#### E. Privacy

1. Procedures for collecting urine specimens will allow donor privacy unless there is a reason to believe that a particular donor may alter or substitute the specimen to be provided, as further described in this section.
2. The following circumstances are the exclusive grounds constituting a reason to believe that the donor may alter or substitute the specimen:
  - a. The donor has presented a urine specimen that falls outside the normal temperature range (90°F - 100°F), and
    - 1) The donor declines to provide a measurement of body temperature (taken by a means other than use of a rectal thermometer); or
    - 2) Body temperature varies by more than 1.8°F from the temperature of the specimen;
  - b. The last urine specimen provided by the donor; i.e., on a previous occasion, was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below 2g/L.
    - 1) A higher-level supervisor of the collection site person, or a designated employer or ROCIP representative, will review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person.

#### F. Collection Agency Guidelines

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

### **SECTION VIII. RETENTION OF SAMPLES AND RETESTING**

- A. Samples that yield positive results on confirmation will be retained by the laboratory in accordance to their regulated agencies. The following designated individuals may request in writing that the laboratory retain the sample for an additional time period beyond what is required by regulation:
  1. The employee or his/her representative
  2. ROCIP Program Administrator
  3. A state agency
- B. If, within the regulated period, the laboratory has not received a written request to retain the sample for a specified further reasonable period of time, then the sample will be discarded following the end of the period.

- C. If the MRO determines there is no legitimate explanation for a confirmed positive test result other than the unauthorized use of a prohibited drug, the employee may submit a written request for the original sample to be re-analyzed within 72 hours of receipt of the final test result. The employee or employee's agent may specify retesting by a second laboratory certified by the Department of Health and Human Services. The ROCIP will require the employee to pay in advance for the cost of shipment (if any), re-analysis of the sample and MRO Services. The employee will be reimbursed for such expense if the re-analysis is negative.
- D. The original laboratory will follow approved chain of custody procedures in transferring a portion of the sample to the second laboratory if the employee specifies re- analysis.
- E. Since some analytes may deteriorate during storage, levels of the drug detected during re-testing may fall below the detection limits established in this drug-free workplace policy. When analytes are detected, they will, as technically appropriate, be reported and considered corroborative of the original positive results.

## **SECTION IX. TRAINING AND EDUCATION**

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

### **A. Supervisor Training**

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

### **B. Employee Education**

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

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

## **SECTION X. RECORDKEEPING**

- A. The Program Administrator will maintain and review records as required by this drug-free workplace policy.
- B. The Program Administrator will maintain and store the following:
  1. Records required to be kept for three years:

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

## SECTION XI. CONFIDENTIALITY

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

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

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

## SECTION XII. CONCLUSION

### A. Employee Compliance.

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

### B. Conditions of This Policy.

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

## **5.2 JOB HAZARD ANALYSIS (JHA)**

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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 DEN 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 pre-project hazard analysis, discuss site safety issues, requirements and address any special concerns. The Contractor shall present their approach to managing safety on high risk tasks. The sample site safety and health requirement checklist in Appendix E identifying procedures and hazards can be used to discuss and document this meeting. All attendees shall acknowledge understanding by their signature to the Contractor's checklist.

### **5.7 MOTOR VEHICLES & EQUIPMENT**

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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, communication with Air-Traffic Controllers and emergency response purposes are exempted from this policy.
- L. Reckless driving or other non-observance of these instructions will be cause for withdrawal of driving privileges on the project.

- M. Speed limits on the project site and haul roads acceptable to the DEN ROCIP Safety Team will be posted by the Contractor. Violations of the posted speed limit or traffic control devices may be cause for removal from the project site.
- N. All vehicles permitted access to the site shall display the name of their company on the side, front or rear of the vehicle at all times while on the project. The company name or identification shall be visible and legible from a distance of 50 feet. Vehicles without proper identification will be removed at the Contractor's expense.
- O. Seat belts shall be worn by all employees operating motor vehicles and any equipment with rollover protection structures during performance of work.
- P. Motor vehicle operation on the Air-side of the Denver International Airport must complete and pass the training and orientation required by DEN in accordance with FAA, TSA, DHS and any other agency requirements for operations of vehicles. See Division 1 – Section 01110 for additional requirements.
- Q. Golf carts, Kawasaki Mule buggies, John Deere Gators, or vehicles of such type must have Roll over protection that has been designed by the manufacturer , an orange flag for visibility, a horn, back up alarm and a seat belt installed before the vehicle is allowed on site.
- R. Motorcycles and bicycles are not permitted on the project site.
- S. For additional requirements, see Division 1 of the Contract Documents – Section 01016.

## 5.8 *CRANE OPERATIONS*

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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 DEN 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 DEN 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 Shared Space Agreement must be developed by the two affected Contractors and made available to the DEN 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.
- C. Inspection documentation must be provided to the DEN 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 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 DEN 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 DEN 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 DEN 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 DEN ROCIP Safety Team for review 7 days in advance of scheduled work.

## 5.9 ELEVATED WORK - FALL PROTECTION

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- 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. *Warning line system* is a barrier erected to warn employees that they are approaching an unprotected edge. It also designates an area in which work may not take place without the use of a guardrail, personal fall arrest system or a safety net to protect employees. The warning line must be a minimum of 15 feet from the unprotected edge. For roofers, the warning line must be a minimum of six feet from the unprotected edge.
- D. The use of safety monitors is prohibited.
- E. Guardrail system is a barrier erected to prevent employees from falling to lower levels. All guardrails must meet the requirements of 29CFR1926.502.
- F. Safety net system can be used when workplaces are more than 25 feet above the ground, water surface or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, safety lines or a safety harness is impractical.

### 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. The load requirement for HLL's is often confused with the 5,000 pound OSHA requirement for personal fall arrest systems (PFAS). The Contractor shall take into consideration in the design of the HLL, the maximum arresting force on a worker's lanyard may be greater than 1,800 pounds depending on the HLL's geometry, angle of sag, the lines elasticity and the dynamic deflection to the end loads at the anchorage points or stanchions.
- G. Anchor points, other than those installed by equipment manufacturers, must be inspected and approved by a qualified person.

### 5.9.4 WRITTEN FALL PROTECTION PLAN

- A. Preparing and following a written, site specific fall protection plan is required for employees working at heights of six feet or more. The plan must be submitted to the DEN ROCIP Safety Team seven working days in advance of upcoming work for review. Changes to the plan must be discussed with the DEN ROCIP Safety Team. At a minimum, the plan will include:
  - 1) Names of competent and qualified persons for fall protection.

- 2) Identify the specific fall hazards in the work area (including location of fall hazards).
- 3) Methods to be used for fall arrest or fall restraint.
- 4) Overhead hazard protection measures (worker and public)
- 5) Description of rescue methods/options for fallen personnel
- 6) Identify how the plan will be enforced and the disciplinary actions for non-conformance.
- B. A meeting will be held between the DEN ROCIP Safety Team and the Contractor to discuss the details of site specific fall protection plan prior to commencement of work activity.

### **5.9.5 TRAINING**

- A. Contractor must provide a fall prevention training program for each employee who might be exposed to fall hazards. The training program must include recognition of the hazards of falling and procedures to follow to minimize these hazards. Training materials must be reviewed to verify that each employee has been trained, as necessary, by a competent person qualified in the following areas:
  - 1) The nature of fall hazards in the work area;
  - 2) The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
  - 3) The use and operation of guardrail systems, restraint systems, personal fall arrest systems, safety net systems, warning line systems, CAZS, and other protection to be used;
  - 4) The limitations on the use of mechanical equipment during the performance of roofing work on low sloped roofs;
  - 5) The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection;
  - 6) The role of employees in fall protection plans;
  - 7) The requirements contained in 29 CFR 1926 Subpart M.
- B. Contractor must maintain a written certification record for employee training on site at all times for review. The record must contain the following information:
  - 1) The name or other identity of the employee trained
  - 2) The date(s) of the training;
  - 3) Topics reviewed; and
  - 4) Trainer and trainee signatures

### **5.10 FLOOR AND ROOF OPENINGS**

- A. Floor and roof hole covers shall be installed and maintained by the Contractor creating the hole. In the event a Contractor alters or removes a hole cover to complete work, they shall replace it, or make it safe, prior to leaving the work area. The covers must be capable of supporting twice the maximum intended load, secured against displacement or lifting, and labeled as a "hole" or "cover".

## 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 work performed by Contractor's and their Subcontractors including, but not limited to the following activities: construction, installation, demolition, remodeling, relocation, refurbishing, testing, servicing or maintenance of equipment or machines, and any time ladders are required.
- B. This policy is intended to notify Contractors and their employees of the basic safety requirements associated with portable ladder use.

### 5.11.1 **FALL PROTECTION**

- A. All personnel using fall protection must be properly trained.
- B. If a job being performed on a ladder is rendered more hazardous by the use of personal fall protection, then the employee must:
  - 1) Ascend/descend the ladder, maintaining at least three points of contact with the ladder at all times.
  - 2) Maintain his/her center of gravity between the rails while performing work on the ladder.
  - 3) Always face the ladder while working or ascending and descending

### 5.11.2 **GENERAL REQUIREMENTS**

- A. Only Class 1A fiberglass and wood ladders are allowed on site. Metal ladders (other than fixed building ladders) are prohibited on the DEN Project.
- B. Use a ladder for its intended purpose ONLY.
- C. Inspect ladder prior to use according to manufacturer's recommendations.
- D. Tag and dispose of defective ladders immediately.
- E. Identify every ladder with company name.

### 5.11.3 **USAGE**

- A. Ladders shall be used only on stable and level surfaces. All ladders must have slip resistant feet.
- B. Ladders placed in any location where they can be displaced by workplace activities or traffic, such as in passageways, doorways, or driveways, shall be secured to prevent accidental displacement.
- C. The area around the top and bottom of a ladder shall be kept clear and shall not be used for storage of unattended materials.
- D. The top of a straight ladder shall be placed with the two rails supported equally, unless it is equipped with a single support attachment.
- E. Straight/extension ladders shall extend a minimum of 3 rungs or 36" above the surface to be accessed and shall be secured.

F. Folding step ladders shall ONLY be used in the fully open position, with spreaders locked.

#### **5.11.4 STORAGE**

- A. Ladders are to be stored in a secure manner that will not allow them to fall.
- B. Storage methods:
  - 1) Chained together upright
  - 2) Laid down flat stacked in a manner so they cannot tip/fall. Maximum of 4 stacked on top. (Head to toe)
  - 3) On supported wall racks designated for ladder storage
- C. When shift work is complete, the ladders will be returned to a designated storage area.

#### **5.11.5 JOB BUILT LADDERS.**

- A. Job built ladders shall comply with ANSI A14.4 – Safety Requirements for Job Made Ladders

### **5.12 SCAFFOLDING**

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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 toeboards installed. If for some reason, a platform or scaffold cannot be equipped with standard handrails or completely decked, safety harnesses must be worn and properly tied off.
    - iv. Chain guardrails on scaffolding are not permitted.
    - v. Overhead protection for employees on a scaffold is required if they are exposed to overhead hazards.
    - vi. Barricade the area beneath the scaffold and post “working overhead” signs in all approach directions.
    - vii. Contact the DEN ROCIP Safety Team if any special scaffolding issues arise.
  - 2) Rolling Scaffolds
    - i. No one is to ride on a rolling scaffold while it is being moved.

- ii. All materials and tools must be secured prior to moving a rolling scaffold.
- iii. No rolling scaffolds will be utilized to support other scaffolds.

3) Scaffold Planking

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

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

- i. The crew that erects the scaffold must complete and attach the appropriate scaffold tag.
- ii. The scaffold tag must be placed at eye level on or near the access ladder so it is easy to locate and plainly visible.
- iii. If the scaffold needs to be altered in any way, the person who signed the tag must be contacted to authorize the change and re-tag if necessary.
- iv. An untagged scaffold must not be used.
- v. Scaffolds shall be inspected and documented by a competent person before each shift. Scaffolds passing inspection shall have a green tag applied with the date of inspection and the inspector's signature.

5) Tagging System procedure:

- i. A green "Scaffold Use" tag shall be used for pre-shift inspections. Note: This tag shall be attached by the qualified person upon completion of the scaffold erection.
- ii. A yellow tag is completed and attached to scaffolds that cannot be erected with all the components complete. The yellow tag allows the erecting crew to note what portion of the scaffold is incomplete and cautions the user. A yellow tag also informs the user fall protection may be required.
- iii. A red tag means the scaffold is being dismantled not yet completely erected or for some reason not safe and shall not be used.

### 5.12.1 SCISSOR LIFTS

A. Fall protection is not required when working from the platform of a scissor lift unless required by the manufacturer. Required is when the word "shall" or "must" is incorporated in the manufacturer's operators 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 the contractor using the lift. This will be documented on a standard inspection form supplied by contractor who is responsible for having the lift on the build.

## 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 operators manual for approved tie-off locations.
  - 1) Fall protection shall not be secured to an adjacent pole, equipment or structure when work is being performed from the basket of the aerial lift.
  - 2) Employees shall always stand firmly on the floor of the basket, and shall not sit or climb on the edge of the basket or use planks, ladders, or other devices for a work position.
  - 3) Boom Lifts must be inspected prior to each shift by the contractor using the lift. This will be documented on a standard inspection form supplied by the contractor who is responsible for the Boom Lift.

## 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) 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 will be classified as Type C soil when designing protective systems, unless a geotechnical survey is conducted by DEN determining that the soil is more stable than Type C.
    - 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. 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.
  - 2) Trenches 20 feet deep or greater require that the protective system be designed by a registered professional engineer or be based on tabulated data prepared and/ or approved by a registered professional engineer.
  - 3) There are different types of protective systems. Sloping involves cutting back the trench wall at an angle inclined away from the excavation. Shoring requires installing aluminum hydraulic or other types of supports to prevent soil movement and cave-

ins. Shielding protects workers by using trench boxes or other types of supports to prevent soil cave-ins.

- 4) When design/selecting a protective system the Contractor must consider many factors: soil classification, depth of cut, water content of soil, changes due to weather or climate, surcharge loads (eg., spoil, other materials to be used in the trench) and other operations in the vicinity.
- 5) Trenches must be inspected daily and as conditions change by a competent person prior to worker entry to ensure elimination of excavation hazards.
- 6) Safe access and egress must be provided by the Contractor to all excavations including ladders, steps, ramps, or other safe means of exit for employees working in trench excavations 4 feet or deeper. These devices must be located within 25 feet of all workers.
- 7) Heavy equipment shall be kept a safe distance away from trench edges.
- 8) Surcharge loads must be kept at least 2 feet from trench edges.
- 9) Testing shall be performed for low oxygen, hazardous fumes and toxic gases.
- 10) Competent person shall inspect trenches at the start of each shift and as necessary throughout the shift as conditions change.
- 11) Contractors are not permitted to work under raised loads.
- 12) Prior to beginning any excavation, digging, trenching or drilling operation, Contractors or Subcontractors, of any tier, must ensure that all underground utilities have been located and verified by the responsible parties.

#### **5.14.1 UNDERGROUND UTILITY DAMAGE PREVENTION WORK PLAN**

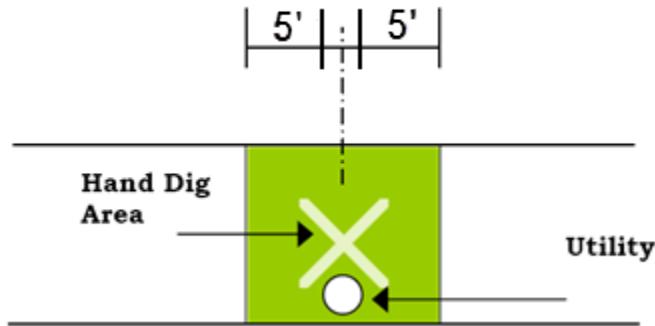
- A. Underground Utility Damage Prevention. The Contractor is responsible for complying with all OSHA regulations and Division 1 – Section 01020 related to underground utility damage prevention. The Contractor shall take all reasonable steps necessary to make certain that all active, abandoned, or unknown utilities are identified. Such steps are to include the utilization of an individual or firm acceptable to the Contractor and knowledgeable in Subsurface Utility Engineering (SUE) techniques, and competent to perform utility designation in conformance with the National Utility Locating Contractors Association (NULCA) Standard 101 for Professions Competence Standards for Locating Technicians or other written standard acceptable to the DEN ROCIP Safety Team.
  - 1) Preparation
    - i. All existing underground utilities depicted on the drawings, (which include but are not limited to: power, control, and communications cables; telephone, water and sewer lines; and other utilities) are shown in their approximate locations only. Other utility lines may exist but not be depicted. It is the Contractor's responsibility to ensure that locations of all underground airport, FAA, public, and/or private utilities are established prior to work in the area.
    - ii. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

- iii. Protect subgrade and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary. Protect subgrade and foundation soils from softening and damage by rain or water accumulation.
- iv. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

2) Pre-excavation Requirements for Underground Utility Installations

- i. Prior to any excavation, the Contractor shall layout in the field the centerline of all proposed utilities. In addition the Contractor shall white line (by white spray paint or other means acceptable to the DEN ROCIP Safety Team) the limits of construction including the area(s) to be excavated. The Contractor shall also identify the proposed placement of grounding rods and cathodic protection.
- ii. The Contractor shall identify the location of existing underground utilities on as-built drawings, including any unknown or abandoned utility found during construction. The Contractor shall ensure that all Airport officials, FAA technicians, other utility owners/operators, and Colorado 811/Utility Notification Center of Colorado performing utility designation/location services designate/mark existing utilities within the construction limits as well as the entire path of excavation, including five (5) feet to either side of proposed utilities. The Contractor shall be solely responsible for notifying relevant utility owners/operators and Colorado 811 sufficiently in advance to ensure that delays to construction does not occur.
- iii. After completion of the utility designation described above, the Contractor shall hire a professional Subsurface Utility Engineering (SUE) or utility designation/locating company, acceptable to the DEN ROCIP Safety Team, to designate and sweep the entire excavation area, including five (5) feet to either side of proposed utilities, to confirm the locations of the marked utilities and identify and mark any additional unidentified utilities that may be within the limits of excavation.
- iv. The Contractor shall coordinate a pre-work meeting for all excavation work, with the DEN ROCIP Safety Team and other responsible parties, to walk the excavation area and review applicable documentation. The Contractor shall arrange to have its excavator and SUE (or designation firm) at the pre-work meeting. The Contractor shall provide a written excavation work plan acceptable to the DEN ROCIP Safety Team that includes a contingency plan to restore to service all utilities including cables that may be placed out of service or damaged during performance of the work. The work plan must be on site with the crew performing the work. The work plan at a minimum shall include:
  - a. A list of qualified Subcontractors such as plumber, electrician, fiber optical cable splicer, and others as applicable for emergency repair purposes. Due to current FAA/TSA/Airport security requirements, the Contractor shall ensure that these Subcontractors have passed any airport security and registration requirement so they can be presented immediately at the job site when emergency repair is warranted.

- b. The Contractor shall coordinate with the DEN ROCIP Safety Team to request an Emergency Procedures Plan from the Airport Authority or facility manager. This plan will outline special procedures during emergencies, disasters, accidents and injuries. The Contractor is to review the Emergency Procedures Plan with all its personnel prior to construction and every quarter thereafter.
- c. The Contractor shall investigate and provide a list of sketches/drawings to all disconnects to electrical circuits, jet fuel lines, natural gas, and main water sources that feed the services in the project area and its vicinity. All disconnects and shut-off valves shall be noted with special notation and procedures if required by the utility owners/operators.
- d. Name of the SUE or utility designation firm including training and experience of the technician who will be performing the utility designation as well as equipment that will be used for sweeping the area to be excavated.
- e. Name of the excavator including training and experience of the equipment operator who will be doing the work.
- v. Contractor shall expose all utilities that it will be crossing through non-destructive mechanical excavation methods such as vacuum excavation or similar mechanical method(s) approved by the DEN ROCIP Safety Team (“potholing”) or by hand digging. When a cable is located, the Contractor shall hand-excavate a trench (5) feet each side of the exposed utility to verify that another cable is not adjacent to the exposed utility.



- vi. Life threatening utilities such as gas and electrical services will be exposed through the entire length of the excavation by non-destructive methods.
  - a. Gas and electric lines within 25 feet of the work area shall be potholed and marked every 25 feet to verify that the line has not changed directions.
  - b. Gas and electric lines outside the 25 feet of the work zone will be potholed at least once on each end of the limits of the excavation to verify Underground Service Alert and the utility plans.
  - c. Fiber-optic lines will be potholed every 25 feet within the work area.
  - d. Telephone/Cable lines will be potholed every 50 feet within the work area.

- vii. Contractor shall continuously maintain utilities, facilities and/or systems that are or may be affected by work associated with the project. The Contractor shall provide the DEN ROCIP Safety Team with written reports on any utility damage
- viii. If the Contractor does not find an underground utility that was previously marked, the excavation shall be stopped, the Contractor's safety representative shall be contacted, and the Contractor shall contact the appropriate owner/operator of the utility, using the Colorado 811/Utility Notification Center of Colorado when warranted.
- ix. Every attempt shall be made to preserve the locate markings during excavation. Locate markings that are no longer visible shall be refreshed by calling the one-call system and/or the utility owners/operators for remarking.
- x. All existing utilities that have been exposed during exploratory potholing or excavation must be supported to prevent stretching, kinking, or damage to the existing utility.

3) Excavation

- i. Preserve, protect and maintain existing operable drains, sewers, and electrical ducts during grading, excavating and backfilling operations.
- ii. Excavation made with power driven equipment is not permitted within five feet of any known existing utility. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered.
- iii. An observer shall be present to assist the equipment operator when operating equipment around known underground facilities and utilities. Adhere to the following during excavation:
  - a. All mechanized excavation shall start with 6 to 10 inch depth excavation on the surface. The equipment operator shall immediately cease operation and notify the DEN ROCIP Safety Team if utility warning tapes, sand, or bedding material is uncovered at any time during excavation.
  - b. All excavations within 5 feet of any pedestal, closure, riser guard, pole (with riser), meter, or other structure shall be performed by hand digging or other means such as vacuum excavating.
  - c. If the Contractor discovers damage, causes damage, or even contacts an existing underground utility, the owner/operator of that utility, and DEN ROCIP Safety Team shall be notified immediately.
  - d. If there is a critical or high priority utility line in the dig area, make arrangements for the utility owner/operator to be on the job site during the excavation. If the utility owner/operator refuses to be present, document this response.
- iv. The Contractor shall coordinate on a daily basis with the excavator and the excavating work crew regarding the work to be performed that day with an emphasis on the underground utility damage prevention work plan and anticipated utility crossings.

## 5.15 HAZARDOUS CHEMICALS

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### 5.15.1 HAZARDOUS MATERIALS AND HAZARDOUS WASTE

- A. Contractors are responsible for developing and implementing their own written Hazard Communication Program as part of the SSSP. They must also ensure the proper handling, labeling, use, and storage of these chemicals and provide access to Safety Data Sheets (SDS) for all employees.
- B. An EPA ID number will need to be obtained for the hazardous wastes produced by the Contractors and/or Subcontractors.
- C. All hazardous wastes produced by the Contractors and/or Subcontractors must be removed from the project site by a licensed hazardous waste hauler. Such loads will need to be manifested and a copy of the manifest sent to the DEN ROCIP Safety Team.
- D. All hazardous materials must be properly labeled and stored until removed from the project (by a licensed hazardous waste hauler).
- E. Hazardous materials or hazardous wastes stored in 30 or 55 gallon drums are to be placed on spill containment pads.
- F. Report all accidental releases of a hazardous material or hazardous waste promptly to 303-342-4200. If the release is of a reportable quantity, the responsible Contractor or Subcontractor, of any tier, will notify the appropriate regulatory agency.
- G. Proper clean-up of accidental releases of hazardous materials waste will be done by the responsible Contractor or Subcontractor. Clean-up is to be done by properly trained personnel. Hazardous waste from the clean-up must be hauled away by a licensed hauler. The DEN ROCIP Safety Team must be given a copy of the hauler's manifest.
- H. Depending on the hazardous materials spilled, the DEN ROCIP Safety Team may require the responsible Contractor or Subcontractor to hire a certified laboratory to take an appropriate number of soil samples to test at their laboratory. A copy of the results is to be given to the DEN ROCIP Safety Team.
- I. Contractors or Subcontractors, of any tier, must inspect their hazardous material and waste storage areas at least weekly to ensure they are properly maintained.
- J. The DEN ROCIP Safety Team will randomly audit the labeling and storage of hazardous material and waste and the disposal of hazardous waste to verify that all Contractors and Subcontractors, of any tier, are fulfilling their roles as responsible parties.
- K. Consideration shall be given to chemical compatibility prior to storage of chemicals.

### 5.15.2 SAFETY DATA SHEETS (SDS)

- A. As part of the written HAZCOM program, a site specific hazardous chemical list must be maintained. The DEN 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 pre-project hazard analysis or JHA development the Contractor shall identify confined spaces. The characteristics of a confined space are:
  - 1) A space that is large enough and so configured that an employee can enter and perform assigned work, and
  - 2) A space that by design that has limited openings for entry and exit; and
  - 3) A space not designed for continuous employee occupancy.

### 5.16.2 PERMIT-REQUIRED CONFINED SPACE

- A. All confined spaces on DEN 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.

### 5.16.3 PERMIT REQUIRED CONFINED SPACE ENTRY PROGRAM

- A. If the Contractor determines that its employees will enter permit-required confined spaces, a written confined space entry program must be submitted for review. In this program, the Contractor must describe how they will comply with the requirements of the standard. The written program must include the following:
  - 1) How the employer will implement the measures necessary to prevent unauthorized entry;
  - 2) Identification and evaluation of the hazards of permit spaces before employees enter them;
  - 3) Equipment needed to perform a safe entry operation;

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

#### **5.16.4 ENTERING A PERMIT-REQUIRED CONFINED SPACE**

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

##### **5.16.4.1 ENTRY PERMIT**

- A. 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. The entry permit is the document that certifies that the Contractor complies with the requirements of the standard for entries in permit required confined spaces. Also, the entry supervisor must close off the space and cancel permits when an assignment has been completed or when prohibited conditions exist. All new conditions must be noted on the canceled permit and used in revising the permit space program.

C. **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.
- B. It is important to remember that some gases or vapors are heavier than air and will settle at the bottom of the confined space. Also, some gases are lighter than air and will be found around the top of the confined space. Thus, during the sampling process it will be necessary to test all areas (top, middle and bottom) of the confined space.
- C. In sewers or other areas which are part of a continuous system where new hazards may enter at any time, continuous air monitoring must be conducted.

#### **5.16.4.3 VENTILATION**

- A. If the atmosphere is found to lack oxygen, or contain toxic gases and vapors, the space must be ventilated before entry. An air powered ventilator placed at the top of the opening can blow breathable air into the space. Never assume that the space is safe until it is monitored again. Ventilation shall continue while the employee is working in the space. A trained person must determine whether the air must be blown or sucked, and how the ventilation should be conducted.
- B. The air intake should be placed in an area that will draw in fresh air only. Ventilation should be continuous where possible, because in many confined spaces the hazardous atmosphere will form again when the flow of air is stopped.
- C. The forced air ventilation should ventilate the immediate areas where an employee is or will be present within the space and should continue until all employees have left the space.

#### 5.16.4.4 PROTECTIVE EQUIPMENT

- A. Personal protective equipment shall be used to protect workers only after all other feasible means have been used to control or eliminate hazards. A full body or chest harness and a lifeline should be used when entering a confined space.
- B. In some situations, a respirator will also be needed. A respirator will allow the employee to breathe without inhaling toxic gases or particles.
- C. Air-purifying respirators can filter dangerous substances from the air, but they provide no protection in an oxygen deficient environment and shall not be used when working in a confined space. Only air-supplying respirators (SAR/SCBA) should be used in confined spaces that have low oxygen levels or high levels of toxic gasses.
- D. In vertical entries, the safety harness should be attached to a retrieval device that will allow quick removal of an employee in the event of an emergency. In the event of an emergency, the attendant located on the outside should be able to initiate a rescue without entering the space.
- E. Hard hats, safety goggles, face shields, gloves, safety boots, disposable suits, earplugs or muffs, non-sparking flashlight and tools may also be needed when entering a confined space.

#### 5.16.4.5 RESCUE

- A. In order to facilitate rescue without having a rescuer enter a space, the Contractor must require the use of "non-entry" rescue, retrieval systems or methods, such as tripods and winches to lift unconscious or injured entrants out of a space that is more than five feet deep.
- B. Where entry must be made for rescue, OSHA allows rescue to be performed either with the facility's trained in-house rescuers or by contracting to an outside rescue service. The Contractor must identify on the permit the type of rescue to be performed for each confined space.
  - 1) **In-house Rescue:** The Contractor's rescuers must have extensive training. No employee -- even an attendant -- is authorized to enter a space to rescue an entrant unless he or she has had extensive training in personal protective and rescue equipment. This includes actual practice in making simulated rescues and CPR.
 

**NOTE:** Even a trained attendant may not enter a space to make a rescue -- even if he or she is trained -- until another attendant has arrived.
  - 2) **Outside Rescue:** If the Contractor is relying on an outside agency to perform a rescue, the rescue service must be informed of the hazards they may confront, and the rescue service must have access to all permit spaces so that the rescue service can develop appropriate rescue plans and practice rescues before a rescue must be made. **NOTE:** If the Contractor is expecting to use an outside agency to perform rescue (such as the fire department) they must have and make available a written agreement between the agency and the Contractor. The Contractor will obtain

written verification from the rescue service, prior to each entry that they would be readily available to respond in a timely manner.

### **5.16.5 TRAINING**

- A. Proper training, careful preparation and good judgment are essential to safe confined space entry. The Contractor is required to provide initial and refresher training to equip employees with the understanding, skills and knowledge necessary to perform the confined space entry safely.
- B. Training should be provided to each affected employee before the employee starts performing assigned duties in confined spaces and must be certified by the Contractor. Authorized entrants, attendants, supervisors and rescuers require different levels of training according to their specific duties and responsibilities.

## **5.17 PERSONAL PROTECTIVE EQUIPMENT**

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- A. All employees and visitors to the project site must use the protective equipment prescribed by local, state, federal, and project rules and regulations. It is the intent of ROCIP to control or minimize exposures that will or could lead to illness or injury.
- B. All personnel on the construction site must adhere to the following policies:

### **5.17.1 EYE PROTECTION**

- A. ANSI Z87.1 safety glasses with side shields shall be worn at all times while in the work area.
- B. Wearers of contact lenses must also wear appropriate eye and face protection devices in a hazardous environment. It should be recognized that dusty and/or chemical environments may represent an additional hazard to contact lens wearers. Hazardous environments may include, but are not limited to those in which a respirator may be required or where welding is being performed.
- C. Where appropriate, contact lenses may be worn if approved by both the Contractor and the employee's physician. These approvals are to be documented and kept in the Contractor's file on site.
- D. If the task requires an employee to wear goggles, basic eye protection should not be worn since a good seal cannot be obtained.
- E. When Contractors' or Subcontractors' employees are exposed to flying particles, splashes, mists, etc., they must wear an approved face shield as well as basic eye protection (since a face shield provides only protection to the face and eyes from direct impact objects).
- F. When welding, a welding hood as well as both basic eye protection and a hard hat must be worn. This is to protect employees from hot slag when the hood is raised and from overhead work exposures.

### 5.17.2 HEAD PROTECTION

- A. All project work areas are considered “hard hat areas”.
- B. Everyone, including delivery personnel, vendors and visitors must wear approved hard hats while on the project. Hard hats are not required in construction parking lots and office trailers.
- C. Employee’s first, last name, Contractor/Subcontractor company names are to be displayed on the front of all employee hard hats that are issued to their employees.
- D. Employees must also have an official ROCIP project-specific sticker on their hardhat, indicating that they have successfully completed safety orientation and pre-project drug testing. The project-specific sticker will be issued by the DEN ROCIP Safety Team.

### 5.17.3 HEARING PROTECTION

- A. Contractors, Subcontractors, vendors, and visitors shall be required to wear hearing protection when working in, or passing through high noise areas. It shall be the responsibility of the Contractor or Subcontractor to provide the hearing protection for their staff and document that training is provided. In addition, employees shall be issued or made readily available hearing protection such as but not limited to disposable ear plugs with an NRR 30.
- B. The Contractor’s safety representative or designee will monitor work areas to recognize and post high noise areas.

### 5.17.4 FOOT PROTECTION

- A. All trades must wear shoes or boots with substantial soles (no leather soles) and include uppers that extend above the ankle shall be worn at all times. Any work tasks requiring special foot wear requires a PPE hazard assessment to be completed.
- B. No one is permitted to wear sneakers (including ANSI approved sneakers), tennis shoes or athletic shoes of any type, sandals, high heels or flip flop thongs on this project.
- C. Metatarsal covers are required for operating jackhammers, earth compacting equipment (jumping jacks), and other similar activities when designated.

### 5.17.5 CLOTHING

- A. Clothing suitable for the weather and your work shall be worn. Torn or loose clothing, cuffs, jewelry or neckwear that may be a hazard are not allowed. Shirts shall be worn and have sleeves measured at least four inches from the shoulder seam. Pants shall have full length legs (no shorts allowed). Clothing shall be maintained in a clean, neat and repaired fashion. Clothing and personal protective equipment shall not exhibit any form of inappropriate or profane drawing, photographs, language (foreign or English), related to sex, race, national origin, gang related or personal opinion.
  - 1) All employees working with electrical energy must be protected by clothing covered by NEC 70 E.

- 2) Shoulder length or longer hair must be tied back and put under the hard hat or worn in a hair net. (This will keep it from impeding vision, becoming entangled in machinery or preventing the use of personal protective equipment).
- 3) High visibility/reflective vests, shirts or jackets shall be worn by all personnel working in all construction areas. The high visibility/reflective PPE must meet the requirements of ANSI/ISEA 107-2015 publication entitled “American National Standard for High Visibility Safety Apparel and Headwear” or equivalent revisions and labeled as meeting the ANSI/ISEA 107-2015 standard performance for Class 2 or 3 risk exposure for the respective project sites.
  - i. Exception: Workers who are welding, cutting or brazing are exempt from wearing a high visibility vest while performing the task, however once completed and moving about the project, the high visibility vest shall be worn.

### **5.17.6 HAND PROTECTION**

- A. This project has implemented a 100% glove policy for the project. During the pre-project hazard analysis or JHA development, hand protection shall be selected based upon the hazard and performance characteristics of the glove. Gloves must be available and worn by Contractor employees performing a task:
  - 1) When materials with sharp edges are exposed or being handled such as but not limited to:
    - i. Sheet metal siding, roofing, etc.;
    - ii. Metal materials, such as Unistrut and all thread rods;
    - iii. Tie-wire;
    - iv. Metal floor grating;
    - v. Wire rope;
    - vi. Metal studs;
    - vii. Metal ductwork;
    - viii. Metal light fixtures;
    - ix. All metal material which has the potential to inflict a cut/laceration;
    - x. Handling of glass;
    - xi. Cutting operations involving hand held, non-power operated cutting tools,
    - xii. Handling of wood materials such as, plywood sheeting on floors, scaffolds, unloading and loading of any wood type, movement and transfer of wood;
    - xiii. During the use of utility knives, razors or knives of any kind;
    - xiv. While pulling wire in and around electrical panels.
  - 2) When performing the following tasks:
    - i. Concrete operations where hands are exposed to power and trowel operations;
    - ii. Cleaning chutes used for delivery of cement; concrete removal operations;
    - iii. During the use of impact tools Anti-Vibration Gloves shall be used such as, hammers to chip concrete, jackhammers, fence post drivers, compactors or jumping jacks;
    - iv. Working on or near materials affected by extreme temperatures such as items in excess of 60 degrees centigrade, items below 0 degrees centigrade;

- v. While working with hazardous materials such as caustics, corrosives, oxidizers, solvents, paints, adhesives, and petroleum products;
- vi. Workers involved with the removal and handling of trash.
- vii. Whenever an MSDS suggests or requires the use of hand protection to avoid skin contact.

B. Exceptions to the 100% glove policy are:

- 1) In cases where gloves may present a greater hazard, the Contractor shall submit in writing justification for working without this protection.
- 2) Anytime equipment or manufacturers manual states the use of gloves presents a greater hazard.
- 3) Moving machinery where gloves can become entangled or caught between.

### **5.17.7 RESPIRATORY PROTECTION**

- A. Contractor and Subcontractors who require or permits employees to wear a respirator must have a written respiratory protection program as part of the SSSP. The written respiratory protection program shall establish standard operating procedures concerning the use and maintenance of respiratory equipment. In addition to having such a written program, the Contractor must also be able to demonstrate that the program is enforced and updated as necessary. The written respiratory protection program shall include:
  - 1) A written statement of company policy, including assignment of individual responsibility, accountability, and authority for required activities of the respiratory protection program.
  - 2) Written standard operating procedures governing the selection and use of respirators.
  - 3) Respirator selection (from NIOSH/MSHA approved and certified models) on the basis of hazards to which the worker is exposed.
  - 4) Medical examinations of workers to determine whether or not they may be assigned an activity where negative pressure respiratory protection is required.
  - 5) Employee training in the proper use and limitations of respirators (as well as a way to evaluate the skill and knowledge obtained by the worker through training).
  - 6) Respirator fit testing.
  - 7) Regular cleaning and disinfecting of respirators.
  - 8) Routine inspection of respirators during cleaning, and at least once a month and after each use for those respirators designated for emergency use.
  - 9) Storage of respirators in convenient, clean, and sanitary locations.
  - 10) Surveillance of work area conditions and degree of employee exposure (e.g., through air monitoring).
  - 11) Regular inspection and evaluation of the continued effectiveness of the program.
- B. Respirators should be used for protection only when engineering controls have been shown to be infeasible for the control of the hazard or during the interim period when engineering controls are being installed.

## 5.18 HOUSEKEEPING

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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 303-342-4211, Program Manager and the DEN ROCIP Safety Team. Spills shall be cleaned up or contained immediately. The Contractor must have a Spill Cleanup Kit available on site. On-site disposal of oil or hazardous material is prohibited.
- C. Trash and garbage shall be placed by the Contractors into appropriate containers. Debris is to be cleaned up daily. This project will have a “clean-as-you-go” policy. The Contractor is responsible for monitoring this policy and pursuing any Subcontractor that is not in compliance.
- D. Nails protruding from lumber shall be removed or bent over immediately.
- E. Trash dumpsters may be located at the site. The disposal of trash into these dumpsters is the responsibility of each Contractor. Trash removal from upper floors/work levels will require the use of trash chutes or some other safe means of trash removal. No one is permitted to throw or drop trash/debris from upper floors/levels to the dumpster or ground below.
- F. Cords or hoses must be hung overhead, out of designated walkways, whenever possible. Cords or hoses on the ground must be bundled or covered to minimize trip hazards.
- G. Unobstructed passageways for the movement of fire trucks, ambulances or similar emergency vehicles shall be maintained. A minimum of 15 feet (or as stipulated by the governing fire official) of clear, unobstructed access shall be maintained leading to fire hydrants and Siamese connections.
- H. All loose and combustible material shall be removed from work areas at the end of the workday or as wind and weather conditions dictate.
- I. Gang boxes and tool boxes shall not have materials stored on top of 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. The Contractor will construct these containment structures to contain spilled or leaked liquids within the structures. If earthen containment dikes are used, they will be constructed with slopes no steeper than 3:1 (horizontal to vertical) to limit erosion and provide structural stability. Containment areas will not have drains.
- B. The Contractor will visually inspect aboveground bulk tanks frequently and whenever the tank is refilled. Drain valves on temporary storage tanks will be locked to prevent accidental or unauthorized discharges from the tank. The Contractor will correct visible leaks in tanks as soon as possible. All fuel nozzles will be equipped with functional

automatic shut-off valves. Prior to departure of any fuel tank truck, all outlets on the vehicle will be examined by the driver for leakage and tightened, adjusted, or replaced to prevent leaking while in transit.

- C. Routine equipment maintenance of wheel-mounted vehicles such as oil changes will be accomplished at the Contractor yards or staging areas to the greatest extent practical.
- D. Routine maintenance of track-mounted equipment will be conducted in a manner to gather all oil and other discharges and removed from the project site to a suitable recycling or disposal site.
- E. Where required, Contractors shall provide equipment diapers and/or drip pans to protect from environmental spills.
- F. The Contractor will maintain a minimum of 20 pounds of suitable commercial absorbent and barrier materials at each Contractor yard and on fuel and service trucks to allow rapid containment and recovery of a spill. In addition, fuel trucks will be equipped with shovels and an assortment of hand tools to aid in the containment of a spill.
- G. Equipment will not be washed on the project sites. Equipment operators will be held responsible for prompt reporting and mitigation of any fuel or lubricant spills from their equipment.
- H. Two trained personnel will be present during refueling to reduce the potential for spills or accidents. If the equipment operator is used as one of the two trained persons on the site, that person should be directly involved with the refueling process (i.e., not just sitting in the equipment) so that he/she can respond immediately to any overfilling.
- I. Equipment such as large stationary pumps may be fitted with auxiliary tanks as appropriate. Such auxiliary tanks will be placed within a secondary containment structure. Refueling of dewatering pumps, generators, and other small portable equipment will be performed using approved containers with a maximum volume of 10 gallons. Alternately, a pickup truck-mounted tank (up to 300 gallons) may be used to fill the secondary fuel tanks provided the pump hose has an automatic cut-off sensor and provided the person conducting the refueling does not leave the filling location.
- J. Before lubricants are drained from the construction equipment, a suitable containment vessel and plastic sheeting will be placed under the equipment to collect any spilled material. The Contractor will take necessary precautions to ensure that material that might accumulate on the liner does not spill on the ground surface.
- K. The Contractor will appoint a Spill Coordinator who will be responsible for the reporting of spills, coordinating Contractor personnel for spill cleanup, subsequent site investigations, and associated incident reports.
- L. See Division 1 – Section 01566 for additional requirements

## **5.20 SANITATION**

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### **5.20.1 POTABLE WATER**

- A. The Contractor must adequately supply potable water on the project site
- B. Portable containers used to dispense drinking water shall be capable of being tightly closed, and equipped with a tap. Water shall not be dipped from containers.

- C. Any container used to distribute drinking water shall be 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**

- A. The Contractor shall provide adequate washing facilities for employees engaged in the application of paints, coating, herbicides, or insecticides, or in other operations where contaminants may be harmful to the employees. Such facilities shall be in near proximity to the worksite and shall be so equipped as to enable employees to remove such substances.
  - 1) Hand soap or similar cleansing agents shall be provided
  - 2) Individual hand towels of cloth or paper, warm air blowers or clean sections of continuous cloth toweling, convenient to wash facilities, shall be provided.
  - 3) Washing facilities shall be maintained in a sanitary condition.

## **5.21 SEVERE WEATHER**

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

### **5.21.1 SNOW AND ICE REMOVAL**

- A. The Contractor will establish procedures in the event of snow, sleet, freezing rain, and/or ice accumulation to provide safe access to the site, parking areas, walking surfaces and haul roads. The plan will include responsibilities, communication

procedures, priorities for snow and ice removal of all sidewalks, parking lots, roadways, and designated parking areas on the project.

## 5.22 ELECTRICAL

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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 circuits shall be protected against overload and grounded with Ground Fault Circuit Interrupters (GFCI) provided for temporary outlets.
- E. When using permanent power, a GFCI “pigtail” device will be required between the power source and the extension cord.
- F. Flexible temporary cord and light sets shall be hard service or junior hard service usage for construction as specified in NEC Table 400.4.
- G. Non-metallic sheathed cable shall not be used for temporary service on the project.
- H. Temporary power cords of any size shall not be spliced.
- I. Electric wire and flexible cord passing through work areas shall be protected from damage (including that caused by foot traffic, vehicles, sharp corners, protections, and pinching).
- J. Flexible cords and cables passing through holes shall be protected by bushings or fittings.
- K. Temporary electrical distribution systems and devices shall be checked and found acceptable for polarity, ground continuity and ground resistance before initial use and before use after modification.
- L. Temporary power boxes and GFCI's shall be tested monthly and documentation of tests for each device shall be made available upon request.

### 5.22.1 LOCK-OUT PROCEDURES

- A. Due to the scope of this project, the procedures used for energy isolation, be it electrical, mechanical, hydraulic, pneumatic or other types need to be both uniform and coordinated. Therefore, the ROCIP has adopted the following procedures which must be communicated to Contractors, Subcontractors, and employees. Make sure they are aware of, understand, and follow these lock-out procedures and cooperate with other Contractors who require a lock-out that involves your work. Note that the ROCIP requires the use of lock-out energy isolation devices (that is, using padlocks) throughout this project. Tag-outs (simply tagging the switch, valve, etc.) will not be used unless prior approval is provided by the Program Manager and DEN ROCIP Safety Team. A written lockout procedure is required when more than one energy isolating device must be locked out to achieve a zero energy state.
  - 1) Individual Lock-out Procedures – This procedure is used in the event power is either interrupted or restored unexpectedly. If interrupting or restoring power

unexpectedly will endanger an employee of any other Contractor, including your own Subcontractors, use the steps in the *Complex Lock-out Procedures* that follow. Only an authorized employee shall perform all of the following steps:

- i. Notify all of affected employees of the lock-out and the reason for it.
- ii. Shutdown the affected equipment in a manner consistent with good operating practices.
- iii. Verify that the equipment or system is inoperative by trying to operate it, etc.
- iv. Shutdown the power at the switch, valve, etc., that will be locked. Be absolutely certain the correct device or devices to shut down and lock were located.
- v. Safely dissipate any stored energy in pressure lines, flywheels, capacitors, etc., consistent with good operating practices.
- vi. Lock the switch, valve, etc., using a padlock with only one key. Make sure the company name is on the lock.
- vii. Complete and place on the lock a standard lock-out warning tag indicating what power source was shutdown, the date of the shutdown, authorized employee's name, and the company's name.
- viii. Verify that the equipment or system is inoperative by trying to start it. (Do not forget to turn all controls back to their off or neutral position).
- ix. Complete and file on site a Lock-Out Documentation form
- x. When power is ready to be restored, replace all missing guards. Ensure that no one will be endangered by power restoration prior to removing the lock.
- xi. After removing the lock, remove and properly destroy the warning tag. (Tags and their attachment devices are not to be reused unless designed for reuse).

2) Complex Lock-out Procedures – This procedure must be used when one or more employees of another Contractor or Subcontractor may be exposed to danger in the event power is either interrupted or restored unexpectedly. Only an authorized employee shall perform all of the following steps as the originator of a complex lock-out. Every affected Contractor (including affected Subcontractors) is to have an authorized employee to coordinate the lock-out for their company.

- i. Hold a coordination meeting with all affected Contractors and Subcontractors, of any tier, at least 24 hours in advance of the lock-out. Also, inform the DEN ROCIP Safety Team 24 hours in advance. A member of the DEN ROCIP Safety Team may wish to attend the meeting or monitor the actual lock-out operations.
- ii. Notify all affected employees of the lock-out and the reason for it.
- iii. Shutdown the affected equipment in a manner consistent with good operating practices and have each affected Contractor and Subcontractor do likewise.
- iv. Verify that the equipment or system is inoperative by trying to operate it and have each affected Contractor and Subcontractor do likewise.

- v. Shutdown the power at the switch, valve, etc., that will be locked. Be absolutely certain the correct device or devices to shut down and lock were located.
- vi. Safely dissipate any stored energy in pressure lines, flywheels, capacitors, etc., consistent with good operating practices and, as necessary, have each affected Contractor and Subcontractor do likewise.
- vii. Place a chain or lock-out device on the switch, valve, etc., that will be locked.
- viii. Place a chain or lock-out device using a padlock with only one key. Make sure the company's name is on the lock.
- ix. Once all the valves and switches are locked out, place all the keys for all the locks in the group lock-out box.
- x. The authorized employee then places a group lock-out device (Christmas tree) on the hasp and places his lock on the group lock-out device. Each employee must place his/her personal lock, with his or her name on the lock, on the group lock device.
- xi. Complete and place on the lock a standard lock-out warning tag indicating what power source was shutdown, the date of the shutdown, authorized employee's name, and the company's name.
- xii. Verify that the equipment or system is inoperative by trying to start it and have each affected Contractor and Subcontractor do likewise. (Do not forget to turn all controls back to their *off* or *neutral* position).
- xiii. Complete and file on site a Lock-Out documentation form.
- xiv. When power is ready to be restored, replace all missing guards. Each affected employee must remove their lock when their work is completed. The authorized employee then removes his or her lock and removes the keys from the lock box and begins to restore the equipment to working condition. As the originator of the lock-out, the authorized employee will always remove their lock last. This is only after it has been determined that no one will be endangered by power restoration.
- xv. Restore power.
- xvi. After removing the lock, remove and properly destroy the warning tag. (Tags and their attachment devices are not to be reused unless designed for reuse).

B. General Information

- 1) Padlocks, hasps, tags, and other lock-out devices must be durable enough to withstand the environment to which they will be exposed.
- 2) Locked-out switches, valves, etc., must not be operated regardless of the circumstances.
- 3) Only the employee, who placed the lock on the switch, valve, hasp, etc., can remove it. Anyone who removes or defeats another's lock-out is subject to removal from the project site.
- 4) Locked-out switches, valves, etc. must be inspected at the beginning of each shift to insure that the locks and tags are still in place.

### 5.22.2 ENERGIZED ELECTRICAL WORK

A. This section applies to any Contractor/Subcontractor who enter or plan work within a Limited Approach Boundary or an Arc Flash Boundary when there are exposed electrical hazards from electrical conductors or circuit parts that are or can become energized. This does not apply to 50 volts or less if there is no increased exposure to electric burns or explosion due to an arc flash. The Contractor shall develop an energized work procedure that includes the following guidelines for review by the DEN ROCIP Safety Team:

- 1) Energized parts to which personnel might be exposed must be put into an electrically safe work condition and lockout/tagout (LOTO) unless:
  - i. De-energizing the equipment introduces additional or increased hazards;
  - ii. The component is an integral part of a continuous process and would require that the entire process be shut down in order to work on the piece of equipment; or
  - iii. Shutdown is infeasible due to equipment design or operational limitations, including the need to perform diagnostics and testing (e.g., start-up or troubleshooting) of electric circuits that can only be performed with the circuit energized.
- 2) Anyone working on or near energized electrical conductors or circuit parts greater than 50 volts must have the following:
  - i. Training – Electrical Safety , NFPA 70E, CPR, LOTO Authorized
  - ii. Authorization – by the Contractor , in the case of a Subcontractor employee it must be the authorized by the Contractor;
  - iii. Permits – An energized work permit or approved equivalent procedure.
- 3) The Contractor/Subcontractor plans all energized electrical work using an approved electrical work permit .The planning may be as simple as a discussion among the electrical workers reviewing the job, or as complex as a specific procedure with multiple engineering reviews. Planning must include:
  - i. Information about the equipment and the installation;
  - ii. Voltage levels, power availability which might be delivered into an arc flash;
  - iii. The Flash Hazard/Risk Category for arc-flash rating of the PPE (cal/cm<sup>2</sup>);
  - iv. Any additional requirements necessary to perform the work, including, if required, additional training.
  - v. Applicability of the two-person rule. **Two Person Rule.** A second qualified person, knowledgeable in rescue techniques to the level taught in Electrical Safety, NFPA 70E and CPR qualified, is required when ANY of the following criteria exists:
    - a. Performing work within the Arc-Flash Boundary of exposed live parts that has an arc-flash Hazard/Risk Category of 3 or 4;
    - b. Operating switches or breakers with an arc-flash Hazard/Risk Category of 4;
    - c. Any time there are exposed live parts with >250V but <600V and when either of the following exists:
      1. A barricade is not established;

2. When performing tasks where there are multiple sources of exposed live parts with voltage >50V (e.g., multiple terminal strips, including some control panels and power supplies). Examples:
  - a) Two persons NOT required: Hazard Risk Category is less than 3 AND a single source of exposed voltage, such as a manually operated disconnect switch. (One set of 3 phase connections is considered a single source.)
  - b) Two persons required: Multiple sources of exposed voltage, such as a control panel with 480V exposed terminal lugs and 120V control terminals, regardless of which one is being worked on.
  - c) Any time work planning, including worker-planned work, determines the need for two-persons to perform a given task. The second person must wear the appropriate PPE if assisting the primary worker in the same control zone. Note: The second person may operate breakers and switches without an additional second person if an emergency should arise.
4. The Contractor must review permits and ensure that all personnel working under the permit:
  - i. Are qualified for the type and energy levels on the permit;
  - ii. Have signed the permit;
  - iii. Maintain currency of training
  - iv. Receive a pre-task planning briefing and understand the hazards associated with this task by discussing the following during JHA development:
    - a. Limits of the permit, especially limits of only testing with TTVM permit;
    - b. PPE for various tasks;
    - c. Any job specific or general work practices to be observed.
5. The Contractor issuing the work permits for employees or Subcontractors must sign the permit and ensures that:
  - i. A log is kept for auditing purposes.
  - ii. Periodic walkthroughs or field checks are conducted to verify the following:
    - a. Workers are qualified;
    - b. Compliance with procedure or permit;
    - c. Proper PPE
6. The Contractor/Subcontractor employee who performs the energized work must do the following:
  - i. Prior to starting work:
    - a. Review the work plan/permit and inform those involved with the work and those nearby who could be impacted that work will begin.
    - b. Establish safety barriers to keep unprotected personnel out of the arc flash control zone and shock hazard control zones.
  - ii. While performing the work:
    - a. Perform the work in accordance with conditions on the permit and with procedures;
    - b. Perform any necessary testing.

- iii. After completing the work:
  - a. Replace any physical barriers which were removed in order to do the work;
  - b. Inform those involved and those nearby who could have been impacted that the work has been completed and conditions are safe;
  - c. Remove the safety barriers and all tools, equipment, and scrap.

## 5.23 *SILICA*

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- A. Contractors and/or Subcontractors shall submit a written silica exposure control program for review by the DEN ROCIP Safety Team. The requirements for managing silica dust shall be followed and included in the written plan by utilizing the Federal OSHA Publication #3362-04 2009, titled, "Controlling Silica Dust Exposures".

### 5.23.1 *POTENTIAL EXPOSURES*

- A. The following activities may cause crystalline silica dust to be present in the air:
  - 1) Sawing, hammering, cutting, drilling, grinding, and chipping of concrete or masonry
  - 2) Chipping, hammering, and drilling rock
  - 3) Dry sweeping or pressurized air blowing of concrete, rock, or sand dust
  - 4) Crushing, loading, hauling, and dumping rock
  - 5) Sandblasting
  - 6) Demolition of concrete and masonry structures
  - 7) Concrete mixing
  - 8) Working with ceramics, clay, and pottery

### 5.23.2 *GENERAL GUIDELINES FOR WRITTEN PROGRAM*

- A. Statement of the Contractor's commitment to prevent silicosis and to comply with OSHA's standards.
- B. Description of air monitoring to determine the silica levels generated by tasks to provide a basis for:
  - 1) Selecting engineering controls,
  - 2) Selecting respiratory protection,
  - 3) Selecting work practices to reduce dust, and
  - 4) Determining if a medical surveillance program is necessary.
- C. Description of engineering controls which are proposed for the project to eliminate or reduce the amount of silica in the air and the build-up of dust on equipment and surfaces.
- D. Description of less hazardous materials than crystalline silica which are proposed for abrasive blasting and automatic blast cleaning machines or tools to be utilized.
- E. Description of high-efficiency particulate air filter vacuums to be used by employees and work practices to vacuum, hose down, or wet clean work areas and equipment.
- F. Description of warning signs and other barriers proposed to identify work areas where respirable silica may be present and to limit access to only authorized employees.

- G. Description of personal protective equipment and clothing to be provided to employees and changing facilities if necessitated by the level of silica dust exposure.
- H. Certification of training provided to employees about health effects of silica exposure, engineering controls and work practices that reduce dust, the importance of maintenance and good housekeeping, as well as the proper type and fitting of respirators; and include a statement that the employee is or is not enrolled in a medical surveillance program.

### **5.23.3 AIR MONITORING**

- A. The Contractor will inspect each work operation to determine if employees are exposed to silica above the PEL. Indicators that an evaluation of employee exposure should be undertaken include:
  - 1) Information or observation which would indicate employee exposure to silica.
  - 2) Employee complaint of symptoms which may be attributed to exposure to silica.
  - 3) Change which may result in an increase in the airborne concentration of silica.
- B. The Contractor will conduct air monitoring to measure worker exposures and ensure that engineering controls and respiratory protection are providing adequate protection.
- C. Air monitoring information will be made available to workers and DEN ROCIP Safety Team
- D. If employees are exposed to silica in excess of the PEL, monitoring will be repeated quarterly.

### **5.23.4 SAFE WORK PRACTICES**

- A. The primary means of protecting workers will be through the use of less toxic materials, enclosed systems, local exhaust ventilation, wet methods, and good work practices.
- B. The following measures will be used to reduce exposure to crystalline silica in the workplace:
  - 1) Wet down the dust at the point of generation.
  - 2) Install local exhaust ventilation to prevent dust from being released into the air.
  - 3) During rock drilling, flow water through the drill stem.
  - 4) Install dust collection systems onto machines or equipment that generated dust.
  - 5) Use concrete/masonry saws that provide water to the blade. Water may be used to suppress dust produced by pneumatic, hydraulic, or gasoline-powered saws. Water is typically applied to the blade through one or two nozzles to suppress dust emissions. Water may be supplied from a portable pressurized tank or a hose. The recommended flow rate is 0.5 liters (17 ounces) of water per minute to suppress dust. Less water will not be as effective.
  - 6) When using vacuum cleaners, the vacuum should have the following features:
    - i. Sufficient flow rate to capture the dust and transport it to the vacuum source. One study showed that an air flow rate of 70 cubic feet per minute (cfm) was required to achieve effective dust control.
    - ii. High-efficiency particulate air (HEPA) filter to reduce the chances of releasing dust containing RCS from the vacuum into the worksite.

- iii. A pre-filter or cyclone to increase the length of service of the HEPA filter.
- iv. A filter replacement indicator, such as a pressure gauge. If the vacuum cleaner does not have a pressure gauge, workers can monitor the air flow by checking to see if a dust plume is escaping from around the shroud.
- v. The ability to clean and replace filters and full collection bowls or bags without exposing the operators to dust.
- vi. A motor that draws at least 10 amps.
- C. Silica sand or other substances containing more than 1% crystalline silica will not be used for abrasive blasting.
- D. Good personal hygiene will be practiced to avoid unnecessary exposure. Eating, drinking, use of tobacco products, or applying cosmetics will not be done in areas where there is dust containing crystalline silica.
- E. If possible, employees will shower and change into clean clothes before leaving the worksite to prevent contamination of cars, homes, and other work areas.

## 5.24 POWDER ACTUATED TOOLS

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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, full face shield and hearing protection shall be used while operating a powder actuated tool.

## 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.
    - i. The use of a Controlled Decking Zone (CDZ) is not permitted to be used as a primary fall protection method. CDZ can be used in combination with conventional fall protection methods (PFAS)
  - 2) Lifelines or other fall protection devices shall be attached prior to erection where possible.
  - 3) Employees of Contractors and Subcontractors, of any tier, must comply with the fall protection requirements covered earlier in this section.

- 4) The running length of wire rope protection, when used for perimeter protection, shall not exceed two bay widths or 24 feet, and will be equipped with support stanchions every 8 feet to maintain the required deflection.
- 5) A turnbuckle may be installed for maintenance of the perimeter protection to keep tight: a minimum of 3 Crosby clamps will be installed and torqued to specification. The use of lap joints is prohibited.
- 6) When Christmas Treeing, only 3 pieces shall be allowed and a multiple lift rigging assembly shall be used.
- 7) The Contractor shall not erect steel unless it has received written notification that the concrete in the footings, piers and walls or the mortar in masonry piers and walls has attained, on the basis of an appropriate ASTM standard test method of field-cured samples, either 75 percent of the intended minimum compressive design strength or sufficient strength to support the loads imposed during steel erection.
- 8) Pre-planning shall be conducted and documented for landing deck bundles and installing the perimeter protection for interior/exterior fall hazards.
- 9) All columns shall be anchored by a minimum of 4 anchor rods (anchor bolts).
- 10) All columns shall be evaluated by a competent person to determine whether guying or bracing is needed; if guying or bracing is needed, it shall be installed.
- 11) Anchor rods (anchor bolts) shall not be repaired, replaced or field-modified without the approval of the project structural engineer of record. Prior to the erection of a column, the Contractor shall provide written notification to the steel erector if there has been any repair, replacement or modification of the anchor rods (anchor bolts) of that column.
- 12) Conduct and document appropriate pre-task planning and a job hazard analysis for all steel erection. Keep this documentation on site for review by the DEN ROCIP Safety Team.

## 5.26 WELDING AND CUTTING

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- A. Recommended and required (where indicated) safe practices:
  - 1) A welder should wear inflammable clothing and protective gear to shield their entire body using the following examples:
    - i. Aprons that are made from leather that is flame-resistant
    - ii. Safety steel-toed boots, preferably high-top ones because low-cut boots and shoes put you at a higher risk of catching slag that is hot. (Required)
    - iii. Helmets or any other head gear to protect you from sharp and falling objects. (Required)
    - iv. Goggles or helmets to protect your eyes from the transmission of radiant energy being emitted by the welding tool. (Required)
    - v. Optional earplugs or earmuffs if you are working with anything noisy or in environments that have a high level of noise; and
    - vi. Respirators to prevent inhalation of hazardous fumes, dust and gases because if you breathe in too much of those, they can definitely damage your lungs and give you a hard time breathing.

- vii. Greater protection can be obtained from reflection under the face shield if clothing with the dark colors are worn. Clothing made of wool is also preferred over clothing made of cotton because wool can resist deterioration better than cotton. Pants should not have pockets on the front that may catch sparks.

B. See additional requirements in Division 1 – Section 01010 and 01060

### **5.26.1 ELECTRIC ARC WELDING**

- A. Screens, shields, or other safeguards should be provided for the protection of men or materials, below or otherwise exposed to sparks, slab, falling objects, or the direct rays of the arc.
- B. The welder shall wear approved eye and head protection. Workers assisting the welder shall also wear protective glasses, head protection and protective clothing.
- C. Adequate exhaust ventilation shall be maintained at all welding and cutting work areas.
- D. Electric welding equipment, including cables, shall meet the requirements of the National Electric Code.
- E. All arc welding and cutting cables shall be of the completely insulated flexible type capable of handling the maximum current requirements of the work.
- F. Cables in need of repair shall not be used.
- G. Welding leads shall not be repaired with tape or by any other means.
- H. Leads shall be inspected before each use, leads in need of repair will be tagged “do not use” and taken off the project site at the end of the day’s work shift.
- I. The frames of all arc welding and cutting machines shall be grounded either through a third wire in the cable connecting the circuit connector or through a separate wire which is grounded at the source of the current. All ground connections shall be inspected to insure that they are mechanically strong and electrically adequate for the required current.
- J. Welding practices shall comply with all applicable regulations.

### **5.26.2 GAS WELDING OR CUTTING**

- A. All hose used for carrying acetylene, oxygen or other fuel gas shall be inspected at the beginning of each working shift. Defective hose shall be removed from service.
- B. Oxygen cylinders and fittings shall be kept away from oil and grease. Oxygen shall not be directed at oily surfaces, greasy clothes or hands.
- C. Regulators, gauges, backflow check valves, and torches shall be kept in proper working order.
- D. Appropriate personal protective equipment, such as burning glasses, shields, and/or gloves shall be used. Adequate exhaust ventilation shall be maintained at all welding and cutting work areas.
- E. All oxygen/acetylene setups shall have a “flashback” arrestor check valve at the regulators, not at the torch head.

F. Check valves shall be tested for proper function at least every six months and documentation of the test shall be readily available upon request.

## 5.27 COMPRESSED GAS CYLINDERS

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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.
- D. Gas cylinders shall be properly secured at all times to prevent tipping, falling or rolling. They can be secured with straps or chains connected to a wall bracket or other fixed surface, or by use of a cylinder stand.
- E. Oxygen cylinders (empty or full) in storage should be separated from fuel-gas cylinders and combustible materials by a minimum distance of 20 feet or by a barrier at least 5 feet high having a fire-resistance rating of at least one-half hour.
- F. Full and empty cylinders of all gases should be stored separately and identified by signs to prevent confusion.
- G. Close valves on empty cylinders and mark the cylinder "empty" with the initials "M.T."
- H. At the end of each work day or if work is suspended for a substantial period of time, compressed gas cylinder valves shall be closed, regulators removed and properly stored.
- I. Cylinders containing oxygen or acetylene or other fuel gas shall not be taken into confined spaces.
- J. Cylinders containing oxygen or acetylene or other fuel gas shall be stored in designated areas outside the structure.
- K. No one shall use a cylinder's contents for purposes other than those intended by the supplier.
- L. Always use the proper regulator for the gas in the cylinder. Always check the regulator before attaching it to a cylinder. If the connections do not fit together readily, the wrong regulator is being used.
- M. Before attaching cylinders to a connection, be sure that the threads on the cylinder and the connection mate are of a type intended for the gas service.
- N. Do not permit oil or grease to come in contact with cylinders or their valves.
- O. Wipe the outlet with a clean, dry, lint-free cloth before attaching connections or regulators. The threads and mating surfaces of the regulator and hose connections should be cleaned before the regulator is attached.
- P. Attach the regulator securely before opening the valve wide. Always use a cylinder wrench or another tightly fitting wrench to tighten the regulator nut and hose connections.
- Q. Open cylinder valves SLOWLY. Do not use a wrench to open or close a hand wheel type cylinder valve. If it cannot be operated by hand, the valve should be repaired.

- R. Stand to the side of the regulator when opening the cylinder valve.
- S. Do not attempt to repair cylinder valves or their relief devices while a cylinder contains gas pressure. Tag leaking cylinders or cylinders with stuck valves and move to a safe, secure outdoor location.

## **5.28 *Hot Work Permits***

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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. Contractors will 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. Hot work should be performed in designated hot work rooms whenever it is practical.
- C. A Hot Work Permit is valid for one day and one area and shall be posted in the area of hot work for the duration of the activity. See Appendix P for Sample Hot Work Permit
- D. A copy of every permit shall be maintained onsite and readily available for review.
- E. Hot Work Permit and must be posted in the area where hot work is to be performed.
- F. Employees who perform hot work operations must always obtain a Hot Work Permit before beginning hot work.
- G. A Fire Watch is posted to monitor the safety of hot work operations and watch for fires.
- H. Fire Watches are posted if the situation requires one, during hot work, and for at least 30 minutes after hot work has been completed. Any employee who has successfully completed hot work safety training can serve as the Fire Watch.
- I. All flammable and combustible materials within a 35-foot radius of hot work must be removed.
  - 1) When flammable and combustible materials within a 35-foot radius of hot work cannot be removed they must be covered with flame retardant tarps and a fire watch must be posted.
- J. Floors and surfaces within a 35-foot radius of the hot work area must be swept free of combustible dust or debris.
- K. All openings or cracks in the walls, floors, or ducts that are potential travel passages for sparks, heat and flames must be covered.
- L. Two fire extinguishers (minimum 10 lbs. each) of the appropriate type must be readily available and accessible with at least one being within reach of the worker performing the welding, cutting or brazing activity.

- M. Entire building smoke detection and alarms systems may not be shut down. Instead smoke detectors in the area of hot work may be covered for the duration of hot work to prevent false alarms.
- N. Automatic sprinkler systems may not be shut down to perform hot work. Instead, individual sprinkler heads in the area of hot work may be covered with a wet rag to prevent accidental activation.

## **5.29 FIRE PREVENTION AND PROTECTION**

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- A. Open fires are prohibited.
- B. Subcontractors performing torch-applied roofing operations must submit NRCA (National Roofing Construction Manager Association)-recognized CERTA (Certified Roofing Torch Applicator) training documentation for each of their personnel involved in such operations prior to those personnel commencing work on the project.
- C. Locations for storage of all fuels, lubricants, starting fluids, etc., shall be reviewed by Program Manager prior to use by Contractor for storage and shall conform to the requirements of the NFPA as well as the local Fire Marshal. Plastic containers are not permitted per OSHA specification.
- D. Storage of fuels shall be away from ignition sources
- E. Only containers approved by Underwriters Laboratories, Factory Mutual or DOT, and clearly labeled to identify contents shall be used for transporting or storing flammable or combustible liquids. Metal safety cans with self-closing spouts and flash arresters are required for the storage, handling, and transporting of flammable and combustible liquids.
- F. Smoking is not permitted within building structures or work areas.
- G. Flammable or combustible liquids or gases shall not be stored inside any building unless approved by the Program Manager in writing. When indoor storage is approved by the Program Manager in writing, such storage shall comply at a minimum with OSHA 1926.152 and NFPA requirements. Storage is defined as maintaining quantities in excess of what can be used in the course of normal work during the intended shift.
- H. Vessels or tanks containing flammable or combustible liquids or gases shall be placed in a fuel storage area designated by the Contractor. This area will be located a minimum distance from buildings, construction equipment, parking lots, etc. to minimize the exposure to a fire involving the tank. The Contractor shall meet local, state, and federal safety requirements when placing vessels or tanks. Such locations will be equipped with substantial barricades or bollards to prevent vehicles and equipment from striking the vessels or tanks. This is also required of any fuel container that provides temporary heat for a structure.
- I. Flammable or combustible liquids or gases shall not be stored on roofs when not in use including after work shifts.
- J. Storage tanks shall be equipped with self-closing dispensing nozzles and shall be provided with atmospheric and emergency relief vents equipped with flame arresters.
- K. Tanks or drums from which flammable liquids are dispensed shall be electrically grounded and shall be equipped with bonding wire to complete the grounding with the vessel into which the liquid is dispensed.

- L. There shall be no smoking or open flame in flammable or combustible liquid or gas storage areas. Conspicuous and legible signs prohibiting smoking shall be posted by the Contractor.
- M. The Contractor will provide portable, dry chemical fire extinguishers (minimum 20 pound ABC) for the fuel storage areas.
- N. Portable fire extinguishers suitable for the potential hazard shall be provided by each Contractor for their equipment, office area, and work activities. A fire extinguisher must be in the immediate work area when any spark or open flame producing work is taking place. The Contractor shall be responsible for general area fire extinguisher placement and maintenance until the building is turned over to the Owner. In addition, the Contractor shall have on site personnel trained in the proper use of fire extinguishers.
- O. Any work involving or producing spark, open flame, arc or heat requires a hot work permit.
- P. The Contractor shall be responsible for ensuring the removal (protection when removal is not feasible) of all combustible or flammable materials in the area, and shall provide appropriate fire extinguishers and fire watch as required by the work.
- Q. In order to summon firefighting assistance, call 303-342-4211. Immediately report all fires (even those that have been extinguished) to the DEN ROCIP Safety Team.
- R. Replace or recharge temporary firefighting and fire protection equipment immediately after use. Also report to the DEN ROCIP Safety Team (within eight hours) any discharge of firefighting equipment.

### **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. Program Manager, Contractor, Subcontractor employees and visitors are not permitted to smoke in any buildings on DEN property. Employees and visitors may smoke at designated smoking areas on site.
- C. At each construction jobsite, the Contractor will designate a smoking area for Contractor and Subcontractor employees. The area will include but will not be limited to the following conditions:
  - 1) Smoking will be permitted only at designated smoking areas, at least 100 feet from work areas.
  - 2) Designated smoking areas must have a "Smoking" sign that indicates the designated smoking area. A cigarette butt container with sand must be available to extinguish smoking materials. Cigarette butts will not be permitted to be discarded on the ground, roadway, or work area.
  - 3) A charged, 20# ABC fire extinguisher must be available at the designated smoking area. The fire extinguisher must be within 25 feet traveling distance in any direction of the designated smoking area.
  - 4) Contractor and Subcontractor employees must be trained in the proper use of fire extinguishers.
  - 5) No smoking is permitted within 100 feet of flammable liquids, approved flammable liquid containers, and flammable materials.

- 6) No smoking is permitted within 100 feet of storage and/or in use flammable compressed gas cylinders, or gas cylinders that support combustion.
- 7) No smoking is permitted within 100 feet of combustible materials.
- 8) Positively “NO SMOKING” is permitted within 100 feet of a gas pump area.

D. Smoking is not permitted in the immediate work area to include onsite vehicles and equipment.

E. The Program Manager reserves the right to designate specific smoking areas at its discretion.

## **5.31 SECURITY**

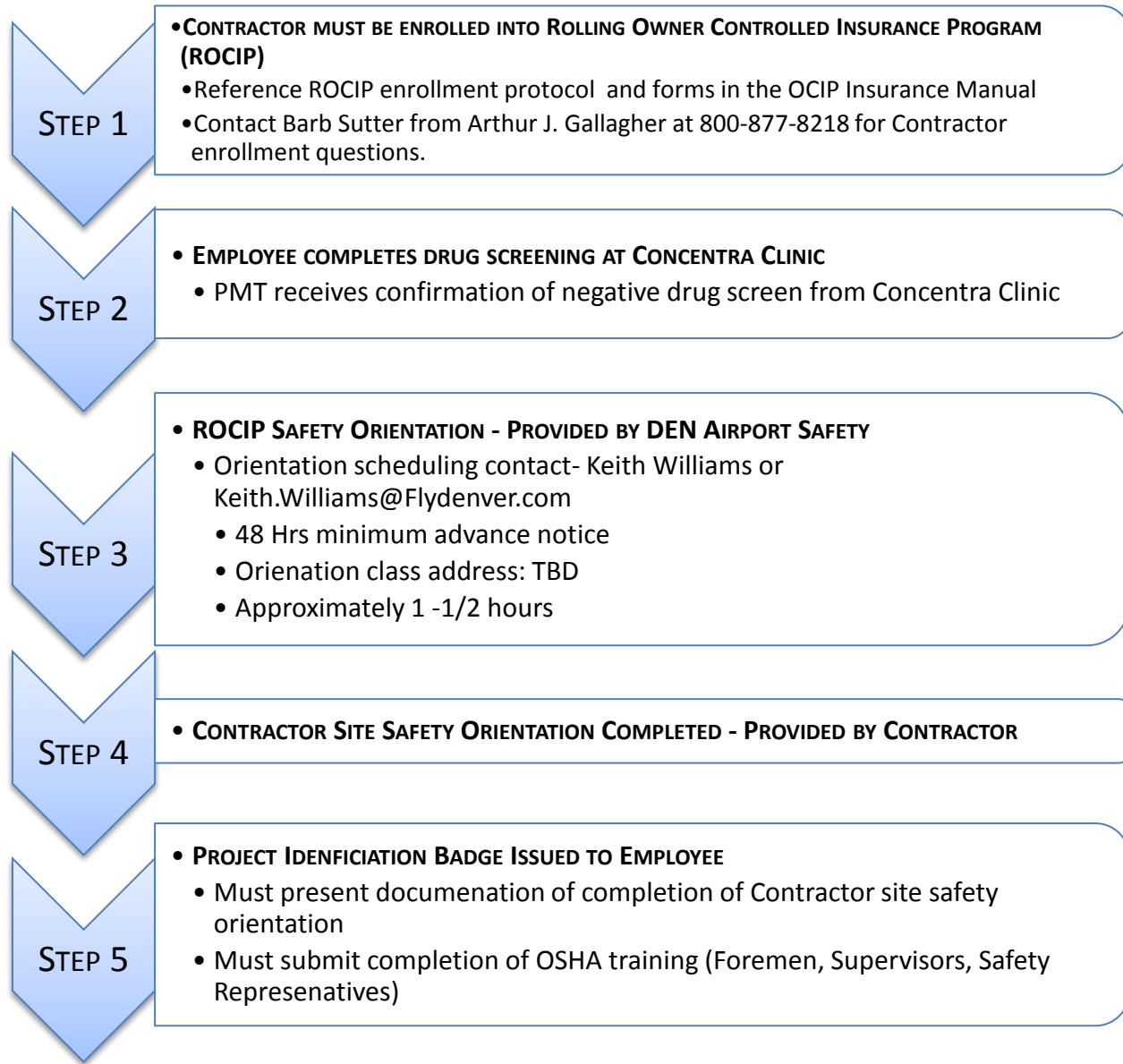
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### **5.31.1 CONSTRUCTION SITE SECURITY**

- A. DEN will provide security service for this project. This service in no way relieves the Contractor/Subcontractors from contractual duties, obligations, and responsibilities to ensure that their trailers, vans, vehicles, equipment, tools, storage areas, etc. are properly secured at the end of each working day.
  - 1) Report unauthorized people, vehicles, suspicious behaviors, unattended packages, etc. to Denver International Airport Security at 303-342-4211.

### **5.31.2 PROJECT IDENTIFICATION BADGES**

- A. All employees working for Contractors who are required to be enrolled in the ROCIP will receive a project identification badge.
- B. Project identification badges are obtained as follows:



### 5.31.3 VEHICLE SEARCH

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

### 5.31.4 TOUR & VISITOR GUIDELINES

- A. Escorted Visitors
  - 1) Non-construction personnel, visitors or groups shall be accompanied at all times by an authorized representative of the Program Manager or the Contractor, or other designee that is familiar with the site hazards and properly badged on the project.
    - i. The “Waiver and Release” provided in Appendix I shall be signed by all visitors/tour groups prior to accessing the project.
    - ii. Display a visitor’s site badge on the outer garment at all times,
    - iii. Don the required PPE (Contractor visitors/tours are responsible to provide the appropriate PPE).
- B. Notification
  - 1) Tours that do not involve technical inspections shall be cleared 7 days in advance through the Program Manager.
- C. Safety Enforcement
  - 1) Before entering the project, all visitors shall be receive a brief safety orientation on site specific hazards expected to be encountered during the tour or visit to including but not limited to things such as holes, trip hazards, potentially open electrical wiring, nails, exposed rebar, partially completed framing, excessive noise, vibration, hazards from falling objects, project signage, moving equipment, these and other conditions present hazards, dangers and risks of potential injury, illness and/or property damage.
- D. Number of Escorted Persons
  - 1) The number of escorted persons on tours should be proportionate to the degree of the hazards and operating space involved, but may not exceed ten (10) visitors per authorized group representative.

### 5.31.5 LOITERING ON THE JOB

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

## 5.32 GENERAL RULES

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

### **5.34 PROTECTION OF THE PUBLIC AND PROPERTY**

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- A. The Contractor and Subcontractors shall take the necessary precautions to protect the general public (individuals not contractile related to the project(s)) from injury or damage to property and shall follow the contract requirements. The precautions to be taken shall at a minimum are as follows:

- 1) Perform no work in any area occupied or in use by the public unless specifically permitted by the contract or in writing from Program Manager.
- 2) Maintain work areas where public use may be necessary, especially involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways. Protect the public with appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.
- 3) Keep sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public clear of obstructions to permit safe ingress and egress of the public at all times.
- 4) Appropriate warning signs and instructional safety signs shall be posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.
- 5) Provide sidewalk sheds, canopies, catch platforms, and appropriate fences when it is necessary to maintain public pedestrian traffic adjacent to the erection, or structural alteration of outside walls on any structure.
- 6) Provide temporary fences around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is provided by the contract or as required (2) above. Perimeter fences shall be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence shall be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence or otherwise required by Denver International Airport.
- 7) Provide warning signs and lights, including electric lights during periods of severely restricted visibility, and continuously from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public as needed. They shall be placed at both ends of such protection or obstructions and not over twenty (20) feet apart alongside of such protection or obstruction.
- 8) Provide temporary sidewalks when a permanent sidewalk is obstructed by the operations. They shall be in accordance with the requirements of the local ordinances. Guardrails shall be provided on both sides of temporary sidewalks.
- 9) Provide guardrails on each side of vehicular and pedestrian bridges, ramps, runways, and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six (6) feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided. Guardrails shall be made of rigid materials capable of withstanding a force of at least two hundred (200) pounds applied in any direction at any point in their structure. Their height shall be approximately forty-two (42 + or - 3) inches. Top rails and posts may be two

inches by four inches (2 x 4) dressed wood or equal materials. Posts shall not be more than eight (8) feet apart.

- 10) Provide barricades where sidewalk sheds fences or guardrails as referenced above are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform the work. When a barricade is temporarily removed, a watchman shall be placed at all openings.
- 11) Prohibit fuel-burning types of lanterns, torches, flares or other open flame devices.
- 12) Maintain all equipment, devices and structures so as to not pose a hazard to the public, property or employees, and to perform their intended functions properly at all times.
- 13) Each point of access to the project will be controlled.

### **5.35 HEAT ILLNESS PREVENTION**

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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 for review by the DEN ROCIP Safety Team. See sample heat illness plan in Appendix J
  - 1) Training
  - 2) Water
  - 3) Shade
  - 4) Monitoring the Weather
  - 5) High Heat Procedures & Acclimatization
  - 6) Clothing
  - 7) Emergency Response

### **5.36 CRISIS COMMUNICATIONS PLAN**

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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 done in consultation with DEN. DEN, 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 DEN, Program and Contractor staff to respond in a crisis by identifying roles and responsibilities
- 3) Coordinating effectively with existing DEN 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 DEN Director of Communications will:

- 1) Trigger the phone tree to notify the Crisis Communications Team that the Crisis Communications Center has been activated.
- 2) Gather situation facts: What, Where, When, Impacts (program/human/traffic/utilities/etc.), Injuries/Fatalities, Who (at the scene, overall, program/emergency responders).
- 3) Determine lead internal/external agency and spokesperson/media control persons for media/public response. Default assignment is for DEN to serve in this capacity.
- 4) Make assignments and pass out contact lists as team members arrive.
- 5) DEN review/approves crisis communications approach.
- 6) Each liaison follows job description as appropriate.
- 7) Dispatch spokesperson and media control person to site if necessary.
- 8) Determine necessity of Web site updates and/or reverse 911 phone systems and activate (business/community liaison role).
- 9) Develop official statements for the media and other applicable response agencies. Staff will issue bulletin regarding response to the incident/crisis.
- 10) Develop messages and possible Q&A.
- 11) Monitor media coverage.
- 12) If appropriate, establish Media Briefing Center and staff with second medial control person.
- 13) Track contacts and provide information to media, internal, government, business and community phone inquiries.
- 14) Maintain contact lists and make update calls.
- 15) Assist media in obtaining information/video/photos in safe manner.
- 16) Arrange follow-up interviews as appropriate.

- 17) Communicate with Program Management as to appropriate internal communication with employees, family members, etc.
- 18) Hold debrief sessions with crisis team as needed.

### **5.37 JOBSITE SAFETY INSPECTIONS**

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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, ROCIP Safety Manual and identify, correct jobsite hazards. Inspection reports must be documented daily and be made available to the DEN ROCIP Safety Team for review.
  - 1) A member of the Contractor's management group (Project Manager, Field Supervisor, Foreperson, etc.) must attend and participate in at least one jobsite inspection per week. Attendance must be documented on the inspection log.
  - 2) Contractor may be directed to use a software program or Software-as-a-Service (SaaS) solution that will enable Contractor and Program Manager to perform jobsite safety audits and 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 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)
  - 11) Pre Task Planning

- 12) Return to work programs, incident (to include near misses) 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 DEN 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 DEN 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 DEN 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 DEN ROCIP that are to be used. If a Contractor and/or Subcontractor prefer to use their own forms, they should be submitted to the DEN ROCIP Safety Team for review and approval. As long as they meet or exceed the forms developed by the DEN ROCIP they may be acceptable.

#### **7.0 POSTERS**

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- A. Post in a conspicuous place the Project Safety Alerts, Bulletins or Lessons Learned issued by the DEN ROCIP and Contractor as well as the posters required by federal and state regulation. Required workers' compensation insurance posters are available from the DEN ROCIP Safety Team.

#### **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).

3) *Drugs, Alcohol, Firearms and Related Paraphernalia are Prohibited on the Project* (posted at all entrances to the project site).

## 7.2 NEAR MISS REPORT

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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. It is the responsibility of the Contractor to encourage near miss reporting, investigate and report findings to DEN ROCIP Safety Team within forty-eight hours of the near miss occurrence.

## 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 DEN ROCIP Safety Team within 7 working days of the accident.

## 7.4 WEEKLY SAFETY TOOL BOX ATTENDANCE ROSTER

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A. Conduct weekly safety toolbox meetings & complete the Weekly Tool Box Safety Attendance Roster at the end of each week’s meeting and maintain a copy onsite for review by the DEN ROCIP Safety Team. See Sample Weekly Tool Box Safety Meeting Report in Appendix N.

## 7.5 SAFETY OBSERVATIONS

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A. The DEN ROCIP Safety Team will complete written Safety Observations of work activities that are not in compliance with the project’s safety policies and procedures. If a Contractor or Subcontractor receives a Safety Observation, immediately correct the hazard noted on the notice, document the corrective action, or reason for delayed abatement and return the report to the DEN ROCIP Safety Team within 24 hours.

## 7.6 CONTRACTOR’S MONTHLY SAFETY REPORT

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A. The DEN 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 DEN 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 DEN ROCIP Safety Team.

### **8.3 INCIDENT NOTIFICATION**

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A. The Contractor shall report all incidents by phone immediately to the DEN Project Manager and the DEN 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 DEN ROCIP Safety Team within twenty-four hours of the incident. The final investigative report and supporting documentation is due 7 days after the date of the incident.

- B. 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 CONSTRUCTION SITE EMERGENCY NOTIFICATION**

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- A. In the event of an emergency, the Contractor shall call **303-342-4211**.

## **8.6 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 DEN ROCIP Safety Team, identification of actions as a result of the Lesson Learned, and follow-up to ensure that appropriate actions were taken.

## **8.7 ACCIDENT/INCIDENT REVIEW WITH PROGRAM MANGER & DEN ROCIP SAFETY TEAM**

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- A. When notified by the Program Manger or the DEN 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 DEN ROCIP Safety Team. The Contractors/Subcontractors Project Manager, Safety Representative, involved supervisor/foremen and employee(s) may be required to

attend and present investigative findings, causes/underlying factors and corrective actions.

## **8.8 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 DEN 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 and falsification of records.
  - 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.

## **8.9 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.

## **8.10 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.

## 8.11 SAFETY AWARENESS

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- A. Communication and awareness are essential to developing a proactive project safety culture. The goal of the safety awareness program is to raise awareness of day-to-day risks, hazards, and exposures in the field and drive employee engagement. The Contractor is responsible for developing and submitting innovative ideas for improving safety awareness. Safety awareness program initiatives have included:
  - 1) Project specific safety stickers
  - 2) Volunteer safety stewards
  - 3) Safety posters
  - 4) Days at Zero signs at entrances, lunchrooms, etc.
  - 5) Guest speakers for employee meetings
  - 6) Banners addressing specific hazards on the project
  - 7) Whiteboards for employees to identify *Today's Biggest Risk in This Area*
  - 8) Employee-led safety committees

- 9) Foremen and Superintendents completing “Foundations for Safety Leadership” training
- 10) Methods for employees to report safety hazards on the job site

## ***8.12 OSHA INSPECTIONS***

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

## APPENDIX A **MODEL SITE SPECIFIC SAFETY PLAN (SSSP)**

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**INSTRUCTIONS FOR THIS MODEL PROGRAM** Every Contractor and Subcontractor, and their Subcontractors, must develop and implement a written site specific safety plan (SSSP) and a copy must be maintained at each work site. 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)

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.

If your company uses this model SSSP, complete the appropriate blank spaces and check those items that are applicable to your workplace. Sample forms for hazard assessment and correction, accident/exposure investigation, and worker training and instruction are provided with this model program. This model program must be maintained by the Contractor's/Subcontractor's Project Manager in order to be effective.

**1. *Responsibility/Identification of Key Line Personnel***

Contractor:

Address:

Telephone:                    Fax:                    Email:

Company Executive responsible for project:	Office #	Cell #
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Manager/Superintendent:	Office #	Cell #
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Safety Representative/Manager:	Office #	Cell #
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Field Supervisors or forepersons:	Office #	Cell #
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Program Manager POC:	Office #	Cell #
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- 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*** (if applicable)
29. ***List of Attachments***
  - Daily Safety Inspection Record
  - Accident Inspection Report Form
  - Training Record
  - Contractors Weekly Safety Planning Submission

## APPENDIX B      JOB HAZARD ANALYSIS

### Job Hazard Analysis (JHA)

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

Job Steps	Hazards	Controls	P	S	RAC
Equipment to be Used	Training Requirements/Competent or Qualified Personnel	Inspection Requirements			

## Job Hazard Analysis (JHA) Example

JHA #: 001		Overall Risk Assessment Code (RAC) (Use highest code)					H
Activity/Work Task: Setting Forms for Sidewalk and pouring concrete		Risk Assessment Code (RAC) Matrix					
Date Prepared : 01/01/2011		Severity	Probability				
Prepared by: W. Jones			Frequent (F)	Likely (L)	Occasional (O)	Seldom (S)	Unlikely (U)
Reviewed by: B. Smith		Catastrophic (C)	E	E	H	H	M
		Critical (Cr)	E	H	H	M	L
		Marginal (M)	H	M	M	L	L
		Negligible (N)	M	L	L	L	L
Notes: (Field Notes, Review Comments, etc.):		Step 1:	Review each "Hazard" with identified safety "Controls" and determine RAC (See above). <b>The RAC is developed after correctly identifying all the hazards and fully implementing all controls.</b>				
References : SSSP, Excavation Checklist,		P "Probability"	is the likelihood to cause an incident, near miss, or accident and identified as: Frequent (F), Likely (L), Occasional (O), Seldom (S) or Unlikely (U).				RAC Chart
		S "Severity"	is the outcome/degree if an incident, near miss, or accident did occur and identified as: Catastrophic (C), Critical (Cr), Marginal (M), or Negligible (N)				E = Extremely High Risk H = High Risk
		Step 2:	Identify the RAC (Probability/Severity) as E, H, M, or L for each "Hazard" on AHA. Annotate the overall highest RAC at the top of AHA.				M = Moderate Risk L = Low Risk

Job Steps	Hazards	Controls	P	S	RAC
Grade and level area with earth moving equipment	Struck by moving equipment (confined/restrictive area with a lot of mobile equipment operating)	<ul style="list-style-type: none"> <li>Hi-Viz vests required</li> <li>Operable back up alarm</li> <li>Do not approach equipment in operation unless operator gives positive indication that it is okay.</li> <li>Use spotter if necessary</li> <li>Barricade work area if necessary</li> </ul>	S	CR	H
Laser equipment used for reference leveling	Eye damage  Interference with FAA NAVAID systems	<ul style="list-style-type: none"> <li>Turn off laser equipment when not in use</li> <li>Instruct EE's on hazards of looking at the laser emitting device</li> <li>Coordinate with Airport Operations/FAA</li> </ul>	U	N	L
			U	C	M

Job Steps	Hazards	Controls	P	S	RAC
Performing tasks in excavation	Trench Collapse - South end of sidewalk footprint is 6' below existing grade in type C soil	<ul style="list-style-type: none"> <li>Slope excavation to a 1 ½ to 1 ratio</li> <li>Install ladder for egress</li> <li>Inspect excavation regularly by competent person</li> </ul>	U	M	L
Cutting wood forms with circular saw	Lacerations  Noise  Splinters	<ul style="list-style-type: none"> <li>Use saw horses to hold material while cutting</li> <li>Inspect saw- blade sharp, guards in place</li> <li>Wear N-29 hearing protection</li> <li>Wear leather work gloves</li> </ul>	O  O	M  N	M  L
Setting and securing forms with rebar stakes	Struck by hammer  Impalement on rebar stakes	<ul style="list-style-type: none"> <li>Clear others of area</li> <li>Install impalement protection when stakes are installed</li> </ul>	U  U	M  M	L  L
Pouring/finishing concrete	Struck by moving concrete trucks or pumper  Struck by concrete pumper hose  Concrete burns	<ul style="list-style-type: none"> <li>Hi-Viz vests required</li> <li>Operable back up alarm</li> <li>Do not approach equipment in operation unless operator gives positive indication that it is okay.</li> <li>Use spotter if necessary</li> <li>Only trained EE's will handle the whip hose.</li> <li>Concrete pump operator and EE handling whip hose will coordinate hand signals.</li> <li>Proper PPE-safety glasses, rubber gloves/boots, long sleeve shirt</li> <li>Water be available to wash concrete from skin</li> </ul>	S	CR	H  L  L
Equipment to be Used	Training Requirements/Competent or Qualified Personnel	Inspection Requirements			
Dozer	J. Crew-Qualified Operator	Daily equipment inspection			
	D. Martin – Competent Person for Excavations	Frequently Inspect excavation			

## APPENDIX C DAILY PRE-TASK PLANNING SHEET

## Daily Pre-Task Planning

Supervisor/Foreman: \_\_\_\_\_ Date: \_\_\_\_\_

Job Activity: \_\_\_\_\_

**Signature – Supervisor/Forman**

Signature – Project Manager/Safety Manager

## LIST TASKS

1. _____	6. _____
2. _____	7. _____
3. _____	8. _____
4. _____	9. _____
5. _____	10. _____

## REQUIRED TOOLS

Air Compressor	Electrical Drill	Port Bandsaw
Electrical Grinder	Roto Hammer	Chipping Gun
Generator	Sawzall	Welding Machine
Chop Saw	Hydraulic Jacks	Skill Saw
Cutting Torch	Impact Wrench	Other Tool:
Ladder	Electric Cords	Other Tool:
Powder Actuated	Welding Leathers	Other Tool:

## REQUIRED EQUIPMENT

REQUIRED EQUIPMENT

Crane	Dump Truck	Aerial Lift:
Motor Grader	Scraper	Suspended Personnel
Compactor	Roller	Platforms/Manbaskets:
Excavator	Dozer	Other:

## IDENTIFY POTENTIAL HAZARDS

Particles in Eye	Chemical Burn	Thermal Burn
Overexertion	Elevated Load	Live Utilities (above /below grade)
Abrasion/Cuts	Struck By	Dropping Material &
Falls Over 6'	Overhead Work	Tools to Lower Level
Strains/Sprains	Trip/Slip/Fall	Moving Machinery
Fire	Cave-in	Moving Aircraft
Loud Noises	Heat/Cold Exp.	Other:
Pinch Points	Electrical Shock	Other:
Other:	Other:	Other:

## **IDENTIFY HAZARD ELIMINATION**

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

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	<input checked="" type="checkbox"/>	Rubber Gloves	Other PPE:

**Permits and Plans Issued? (Check all that Apply)**

<input type="checkbox"/> Fall Protection Plan	<input type="checkbox"/> Crane: Critical Lift Plan	<input type="checkbox"/> Confined Space Permit
<input type="checkbox"/> Energized Electrical Work Permit	<input type="checkbox"/> Hot Work Permit	<input type="checkbox"/> Excavation Plan
Other:	Other:	Other:

List each employee covered by this Pre-Task Planning Sheet: (Print name and have each employee initial to acknowledge understanding of job specific hazards/mitigations identified by this Pre-Task Planning Sheet)

## Near Miss Report

Time of Occurrence: \_\_\_\_\_

Describe Near Miss: \_\_\_\_\_

#### **Actions Taken to Correct/Prevent Similar Incidents:**

## APPENDIX D 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 PreTask Planning Sheet, Job Hazard Analysis	
	Fall Protection/Guardrails/ Scaffolding/Ladders	Permits (Excavation/Scaffolding/Demolition/Traffic/ Confined Space/etc.)	

Additional Project Concerns:

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Other Attendees:

Name	Title	Company

## APPENDIX F      CRITICAL LIFT PLAN (CRANES)

### Critical Lift Plan

Crane Make/Model/Serial #: \_\_\_\_\_

Anticipated Lift Date: \_\_\_\_\_

Lift Location: \_\_\_\_\_

Load Description: \_\_\_\_\_

Required Attachments:

- Copy of load chart for applicable crane configuration
- Diagram of crane lift & load placement
- Rigging certifications
- Diagram of rigging configuration with load calculation
- Copy of crane's annual inspection

#### A. Load

1. Wt. of load \_\_\_\_\_ lbs
2. Wt. of auxiliary block \_\_\_\_\_ lbs
3. Wt. of main block \_\_\_\_\_ lbs
4. Wt. of lifting beam \_\_\_\_\_ lbs
5. Wt. of slings/shackles/other rigging \_\_\_\_\_ lbs
6. Wt. of jib (erected/stowed/stored) \_\_\_\_\_ lbs
7. Wt. of hoist rope (#parts X L X unit wt.) \_\_\_\_\_ lbs
8. Wt. of excess load material \_\_\_\_\_ lbs
9. Other \_\_\_\_\_ lbs

#### GROSS WEIGHT

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

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

#### B. Crane

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

#### C. Jib/Fly

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

#### D. Hoist Rope

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

#### E. Rigging

1. Sling configuration (chocker, basket, straight)
2. Sling material \_\_\_\_\_
3. No. of slings \_\_\_\_\_ size \_\_\_\_\_ length \_\_\_\_\_
4. Sling assembly rated capacity \_\_\_\_\_ lbs
5. Shackle size \_\_\_\_\_ No. of shackles \_\_\_\_\_
6. Shackle rated capacity \_\_\_\_\_ lbs

7. Shackle secured to load by \_\_\_\_\_

8. Spreader beam capacity \_\_\_\_\_ lbs

#### F. Crane Placement

1. Any deviation from smooth, solid foundation?
- A. Distance to nearest overhead power line? \_\_\_\_\_
- B. Buildings, equipment, plant, or services to lift or swing over? \_\_\_\_\_
- C. Crane travel during lift? \_\_\_\_\_
- D. Swing direction? \_\_\_\_\_
- E. Will crane be set up away from excavations? \_\_\_\_\_  
(horizontal clearance shall be greater than hole depth)

#### G. Considerations

1. Multiple crane lifts require a separate plan for each crane.
2. Any changes in crane configuration, placement, rigging, lifting scheme, or calculations require that a new lift plan be developed
3. Number of taglines required to stabilize load \_\_\_\_\_
4. If other personnel or equipment, other than lift team and their equipment, are in close proximity to lift. Barricade and evacuate the lift area.
5. Check crane's operator manual for maximum wind speed a lift may be executed \_\_\_\_\_ mph.
6. Surface area of load should be considered for impact due to wind.
7. Method of communication between signal person and operator  Radio  Hand Signals

**Crane Operator:** I have been briefed of the contents of this lift plan and accept the duty of ensuring the lift is carried out to the agreed procedure, to the limits of my responsibilities.

\_\_\_\_\_  
Name\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

**Lifting Supervisor:** I have been briefed of the contents of this lift plan and accept the duty of ensuring the lift is carried out to the agreed procedure.

\_\_\_\_\_  
Name\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

**APPENDIX G      SAMPLE SHARED SPACE AGREEMENT (CRANE)****Shared Airspace Agreement**

(Date)

**GENERAL TERMS, DEFINITIONS AND BACKGROUND INFORMATION**

1. This **Shared Airspace Agreement** is between (Named Contractor) and (Named Contractor).
2. (Contractor) is operating a (crane model, type) crane at (Specific Location and Project Name) near the intersection of (street, intersection, city and state).
3. (Contractor) is operating a (crane model, type) crane at (Specific Location and Project Name) located near the intersection of (street, intersection, city and state).
4. The (Contractor's) (crane model, type) crane and the (Contractor's) (crane model, type) share a common or overlapping airspace with the potential for the two crane booms and/or associated rigging to collide.
5. The (Contractor) tower crane is positioned on an engineered foundation. The radius, swing or operational area of the tower crane cannot be adjusted or changed. The (Contractor's) crawler crane is mobile. The location of the (Contractor's) crawler crane can be altered, thereby changing the radius, swing or operation area of the crawler crane. Relocation of the (Contractor's) crawler crane may change or alter the size or location of the overlapping airspace of the two cranes.
6. Under normal operating conditions, assuming no shared, common or overlapping airspace, the (Contractor's) tower crane would weathervane (swing freely) during non-operating hours. The risk associated with the ability of the (Contractor's) tower crane to weathervane when not in operation is unacceptable whenever (Contractor) plans to work and (Contractor) is not operating or manning their tower crane.
7. Both the (Contractor) (crane model, type) crane and the (Contractor) (crane model, type) crane have established safe operating air speed limits for operation. The maximum air speed for safe operation of the (Contractor's) (crane model, type) crane is **(XX) miles per hour**. The maximum air speed for safe operation of the (Contractor's) (crane model, type) crane is **(XX) miles per hour**.
8. The (Contractor's) tower crane can be guyed off or tied down safely without placing any additional loads on the tower crane foundation at all air speeds below **(XX) miles per hour**. Guying off the tower crane when not in operation and ensuring that the boom is anchored outside the common or shared

airspace would allow (Contractor) to operate their crane without (Contractor) manning their tower crane.

9. All cranes in the State of (Name) are regulated by OSHA. Both (Contractor) and (Contractor) will operate their respective cranes within OSHA regulations at all times.
10. The (Contractor) crawler crane was in operation before the installation of the (Contractor) tower crane. (Contractor) requested and received prior approval from OSHA before installing the tower crane. The OSHA prior approval was conditioned upon both crane operators having instant, continuous, dedicated mobile communication at all times. OSHA was aware of the existence of the (Contractor) (crane model, type) crane and the shared airspace problem before giving approval to (Contractor) to install the (crane model, type).
11. After installation of the (Contractor) tower crane OSHA requested that both (Contractor) and (Contractor) sign a written agreement to ensure that both cranes would operate in the shared or common airspace safely. This original agreement was the (Contractor) letter to OSHA signed by both (Contractor) and (Contractor) and dated (Day-Month-Year).

#### **SPECIFIC TERMS TO INCLUDE OPERATING PROCEDURES**

1. (Contractor) and (Contractor) both agree that the (Contractor) letter to (Name) of OSHA dated (Day-Month-Year) is hereby null and void. This original agreement did not include a procedure for dealing with the excessive amount of overtime crane operations by (Contractor). The original agreement did not discuss the conditions under which the tower crane would weathervane. The operating procedures defined in the (Contractor) letter to OSHA dated (Day-Month-Year) are hereby replaced by the operating procedures in this Shared Airspace Agreement. This Shared Airspace Agreement has been reviewed and approved by OSHA.
2. When both cranes are in operation at the same, time both crane operators will have instant, continuous, dedicated mobile communication. Before either crane approaches the shared or common airspace the other crane operator must provide clearance. If any doubt or confusion exists, the crane operator will not enter or even approach the shared airspace. (Contractor) and (Contractor) agree to allow both operators to communicate, share information and work together to ensure safe crane operations for both companies.

3. (Contractor) and/or (Contractor) will not, under any circumstances, operate their crane when the air speed exceeds the safe operating air speed for that crane. (Reference Line Item # 7)
4. (Contractor) will place the boom of their tower crane outside the shared or common airspace at the end of every work shift. (Contractor) will guy off or secure the boom in this safe location allowing (Contractor) to operate within the shared airspace without (Contractor) manning their tower crane. (Contractor) must release the guying cables and allow the tower crane to weathervane (swing freely) when air speeds exceed (XX) miles per hour.
5. (Contractor) will place the boom of their crane well beyond or outside the shared airspace at the end of every work shift. Although the Sumitomo SC 1500 crawler crane does not weathervane, (Contractor) is responsible for ensuring that their crane boom remains outside the shared airspace whenever their crane is not manned or in operation.
6. (Contractor) will install and monitor an air speed indicator on their tower crane. (Contractor) will confirm the weather report before leaving the jobsite after each work shift. (Contractor) will provide air speed and/or weather forecast information to (Contractor) upon request. The intent is to communicate weather information that may predict air speeds and/or weather conditions that are unsafe for continued crane operations. (Contractor) cannot operate their crane under extreme weather conditions. (Contractor) cannot guy off or secure their tower crane under extreme weather conditions.
7. Before the end of every (Contractor) work shift the (Contractor) superintendent will review the current air speed and weather forecasts. If these weather reports and/or air speed monitor(s) indicate or forecast that weather conditions may deteriorate and cause air speeds in excess of (XX) miles per hour (the maximum safe operating air speed for the {Contractor} mobile crane) Contractors will discuss their intention to continue crane operations under these severe weather conditions.
8. (Contractor) or (Contractor) may decide to start operating their crane when the other company is not manning their crane. This may happen during overtime conditions to include weekday nights, weekends or holidays. If either (Contractor) or (Contractor) commences crane operations when the other crane is not manned, they must confirm that the other crane is safely outside the shared or common airspace. DO NOT ASSUME THAT THE OTHER CRANE IS GUYED OFF, SECURED OR OUTSIDE THE SHARED AIRSPACE AREA BEFORE STARTING CRANE OPERATIONS. A simple visual inspection will confirm that the (Contractor) tower crane is safely guyed off and secured. The guying cables are

clearly visible and (Contractor) can easily confirm that the guyed off and secured tower crane will remain outside the shared or common airspace. Confirmation that the (Contractor) tower crane is safely guyed off before commencing an overtime (Contractor) shift is important given that the (Contractor) tower crane has the potential to weathervane into the shared or common airspace. Confirmation that the (Contractor) tower crane is safely guyed off and secured is critical after a major storm has passed through the area. A major storm may have forced (Contractor) to release the guyed cables and allow the tower crane to weathervane. (Contractor) will also ensure that the (Contractor) crane is safely outside the shared airspace area before commencing crane operations.

9. Under normal weather conditions (Contractor) agrees to take all actions necessary to ensure that their tower crane is safely guyed off and secured; and out of the shared or common airspace when their tower crane is not manned. (Contractor) must release the guying cables and allow the tower crane to weathervane when air speeds approach (XX) miles per hour.
10. Both (Contractor) and (Contractor) agree to provide the other party to this Shared Airspace Agreement with advance written notification of any change to crane configuration, size, location or operation that may possibly impact the size or location of the shared airspace zone.
11. Both parties to this Shared Airspace Agreement reserve the right to contact OSHA if the other party violates the letter or intent of this Shared Airspace Agreement. OSHA has the authority to shut down one or both cranes. Both parties agree to work together to ensure a safe operating environment for both cranes. A copy of this fully executed Shared Airspace Agreement will be provided to OSHA.
12. This Shared Airspace Agreement will remain in effect until either (Contractor) or (Contractor) permanently remove their crane(s) from their jobsite thereby eliminating any shared airspace problem.
13. This Shared Airspace Agreement can only be modified in writing. Any changes must be agreed to, signed by both parties to this agreement.

**ACCEPTED AND AGREED:**

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(Contractor) Joint Venture

Date

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(Contractor)

Date

## APPENDIX H SUSPENDED PERSONNEL PLATFORM CHECKLIST

### SUSPENDED PERSONNEL PLATFORM CHECKLIST

Date		Competent Person:
Crane Make:		Model:
Equipment Number:		Hours:
Crane Type:		Crane Capacity:
Crane Type: Hydraulic      Crane Capacity: 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 manbasket is the safest and most practical way to accomplish the task.
No	Yes	All crane inspections are current per ANSI B30.5 requirements.
No	Yes	All hooks have a current inspection per ANSI B30.10 and have positive locking type hook latches.
No	Yes	The correct load chart is with the crane and the operator is thoroughly familiar with all special notes and manufacturer recommendations given on the chart.
No	Yes	All operational aids and safety devices in the crane are functioning and the operator is fully versed in their operation.
No	Yes	The load lines have a 7:1 safety factor (10:1 when using non-spin rope). NOTE: This is achieved by a 50 percent de-rating of the crane load chart.
No	Yes	The crane is on firm footing and the crane outriggers are all the way out, down, and locked as applicable.
No	Yes	The crane is level within 1 percent, (1 foot in 100 feet) and is on firm surface. NOTE: Stability of the footing will be verified during the full cycle of the operation test.
No	Yes	Means have been provided to enable the operator to ensure that the crane is level.
No	Yes	A firm, level surface has been prepared and designated as a "runway" or path of travel for the weight and configuration of the crane begin used.
No	Yes	The crane counterweights are per manufacturer specification.
No	Yes	All load lines are properly revved and laying properly on the drums.
No	Yes	All drum hoists have full control load lowering. NOTE: Free fall is not to be used.
No	Yes	The boom is fully powered up and down, live boom is not to be used.
No	Yes	The boom angle and radius indicator works. NOTE: Measure radius with tape measure on conventional cranes.
No	Yes	The boom length indicator on telescoping booms is fully functional.
No	Yes	The positive anti two-block device is functioning properly. NOTE: A warning system alone does not suffice.
<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 manbasket is exclusively for that use only.
No	Yes	All rigging has been inspected for kinks or damage of any kind.
No	Yes	Shackle pins are of the nut-with-pin-retainer-type.

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

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

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

- Platform Rated Capacity \_\_\_\_\_
- 125 Percent Proof Test \_\_\_\_\_  
*(NOTE: Suspended load for 5 minutes)*
- Number of Occupants x 250 lb. each \_\_\_\_\_
- Tools plus materials in platform \_\_\_\_\_
- Misc. weight not otherwise listed \_\_\_\_\_
- Tare Weight of Platform Plus Rigging \_\_\_\_\_
- Total Occupied Weight of Platform \_\_\_\_\_
- Hoist Line Cable Weight: \_\_\_\_\_
- Headache Ball Weight \_\_\_\_\_
- Load Block Weight \_\_\_\_\_
- Rooster Sheave Weight \_\_\_\_\_
- Effective JIB Weight: \_\_\_\_\_
- (If Hoisting on Main Loadline) \_\_\_\_\_
- JIB Weight Stowed \_\_\_\_\_
- Misc. Weight Not Otherwise Listed \_\_\_\_\_
- Total Load Chart Deductions \_\_\_\_\_
- Total Weight, "W" (Total Load Chart Deductions Plus) \_\_\_\_\_
- Total Occupied Weight of Platform \_\_\_\_\_
- Capacity of Crane at Minimum Radius \_\_\_\_\_
- Capacity of Crane at Platform Work Radius \_\_\_\_\_
- 50 Percent of Crane Capacity at Minimum Radius \_\_\_\_\_
- 50 Percent of Crane Capacity at Platform Working Radius \_\_\_\_\_
- Total Load, "W" Divided by 50 Percent Crane Rating=Percent of De-rated Capacity Used \_\_\_\_\_

Cr Operator Signature \_\_\_\_\_

Rigger Signature: \_\_\_\_\_

Lift Supr Signature: \_\_\_\_\_

## APPENDIX I      VISITOR'S WAIVER AND RELEASE

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The Department of Aviation is pleased to welcome you to this project. Because of the hazards and risks associated with this construction site, we require every visitor to the Site to be alert for his/her own safety and to sign a written Waiver and Release absolving the Owner and others associated with this project of any and all responsibility in connection with all risks encountered at the Site. While on the Construction Premises, please be on guard constantly and follow good safety practices including, but not limited to, the following:

1. Hard-hats, safety glasses and high visibility vests must be worn by all visitors at all times.
2. Although work boots are not required, all visitors shall wear low-heeled leather shoes. High heels of any kind or open-toed sandals are not permitted.
3. All visitors are to be escorted at all times by a badged employee while on the Project Site.
4. Display visitor's badge on the outer garment at all time
5. BE ALERT for changing conditions and ongoing construction activities while walking on the Project Site. LOOK and LISTEN before you move from one position to another.
6. Be aware of uneven walking surfaces and extreme care shall be taken with each step.
7. No firearms, drugs or alcoholic beverages are permitted on the site.
8. All warning signs and barricades must be obeyed.
9. Do not stray from the approved path for ingress and egress.
10. Do not enter areas with inadequate lighting.
11. Be aware of and stay clear of any overhead hazards.
12. Smoking is only permitted in designated areas.
13. Do not touch construction materials of any kind without written authorization from the **Program Manager**.
14. Do not lean on or reach beyond any handrails or barricades.
15. Report any hazards to the **Program Manager** prior to leaving the site.
16. No written correspondence regarding any hazards observed on the site shall be written or forwarded after leaving the site unless previously agreed upon at the site.
17. Call 303-342-4211 in the event of an emergency

I agree to abide by the Instructions set forth above.

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Date

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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

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### (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 K**      *RESERVED*

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**APPENDIX L PROJECT SAFETY ORIENTATION TRAINING ACKNOWLEDGEMENT**

Badge #:	
<b>Name of Employee:</b> (Print Name)	<b>Date:</b>
<b>Company:</b>	<b>Person Conducting the Orientation:</b>

**The following topics are to be reviewed with all employees during their initial site orientation.**

**Topics**

1. Information to acquaint the employee with special safety requirements of the work site, including security and traffic regulations;
2. Employer and employee rights and responsibilities
3. Description of the nature of the project;
4. Drug free 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 the contents of the site safety requirements.

Employee Signature

Date

Note: Any employee questions regarding the Safety Requirements shall be directed to the Contractor's Project Safety Representative.

**APPENDIX M      NEAR MISS REPORT FORM****Near Miss Report Form**

Near Miss Reporting is the process of identifying and preventing an unsafe act or condition before it causes an injury, illness or damage to property and equipment. This form is used to formally document the recognition of a hazard, the change that is made to prevent a reoccurrence of the hazard and to share the lessons learned with the Contractors on the DEN ROCIP.

All Information is required.

Contractor/Subcontractor Name: \_\_\_\_\_

**Fact Finding:** Please explain the following. (To be completed by employee)

Who was involved in the near miss (employee names optional): \_\_\_\_\_

Describe what happened: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where did the near miss occur: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When did the near miss occur: \_\_\_\_\_

How did the near miss occur: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Preventative Measures Taken.** (To be completed by Contractor's Safety Representative)

What acts or conditions led directly to the near miss incidents? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What steps have/will be taken to prevent a similar incident? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who is responsible for taking these actions and following up to ensure that they are completed? \_\_\_\_\_

Expected completion date: \_\_\_\_\_      Actual completion date: \_\_\_\_\_

## **APPENDIX N      SAMPLE WEEKLY SAFETY TOOLBOX ATTENDANCE ROSTER**

# Weekly Safety Toolbox Attendance Roster

Topics Discussed: \_\_\_\_\_

(Attach pertinent information discussed)

Date of Meeting: \_\_\_\_\_

Discussion Leader: \_\_\_\_\_

**APPENDIX O INVESTIGATION FORMS****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
<b>14.</b> Contributing Causes to Injury				
<b>15.</b> Root Cause of Injury				

<b>16. Probable Recurrence</b>	<input type="checkbox"/> Frequent	<input type="checkbox"/> Occasional	<input type="checkbox"/> Rare	<b>17. Loss Severity Potential</b>	<input type="checkbox"/> Major	<input type="checkbox"/> Serious	<input type="checkbox"/> Minor
<b>18. Preventive Measures</b>							
<b>19. Injured employee's description of what happened (attach sheet for additional comments)</b>							
<b>20. Witness names and description of incident (attach sheet for additional comments)</b>							
<b>21. Supervisors description of incident (attach sheet for additional comments)</b>							
<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"/> Witness statements		
<input type="checkbox"/> JHA (if applicable)		<input type="checkbox"/> Daily Pre-Task Planning Sheet		<input type="checkbox"/> Corrective action supporting documentation			

Supervisor's Signature

Safety Representative's Signature

Project Manager's Signature

## Builders' Risk/General Liability Investigation Form

<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.</b> Witness names and description of incident (attach sheet for additional comments)				
<b>14.</b> Supervisors description of incident (attach sheet for additional comments)				
<b>15.</b> Specific corrective actions or preventative measures taken				
Corrective action taken	Person responsible	Target completion date	Date completed	
<b>16.</b> Attached supporting documentation (required)				
<input type="checkbox"/> Photos	<input type="checkbox"/> Diagram of work area	<input type="checkbox"/> Applicable training documentation for parties involved	<input type="checkbox"/> Contractor's investigation report	<input type="checkbox"/> Witness statements
<input type="checkbox"/> JHA (if applicable)		<input type="checkbox"/> Daily Pre-Task Planning Sheet	<input type="checkbox"/> Corrective action supporting documentation	

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Supervisor's Signature

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Safety Representative's Signature

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Project Manager's Signature

**APPENDIX P      SAMPLE HOT WORK PERMIT****Hot Work Permit**

Authorization: The information on this permit has been evaluated, the site has been examined, and all safety measures are in place.

Signed: \_\_\_\_\_  
 (Qualified Person Authorizing Hot Work Permit)

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

Location: \_\_\_\_\_

Description of hot work: \_\_\_\_\_

Authorized workers: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Is a fire watch required?

Yes      Name of Fire Watch \_\_\_\_\_  
 No

A Fire Watch will be posted if:

- Flammable and combustible materials cannot be moved 35' from the point of operation
- Wall or floor openings within the immediate work area expose combustible materials in adjacent areas, including concealed spaces in walls or floors
- Combustible materials are adjacent to the opposite side of partitions, walls, ceilings or roofs, and are likely to be ignited

Permit Checklist

- Flammable and combustible materials within 35' of the point of operation have been removed, covered with fire retardant tarps, or otherwise shielded
- All floors and surfaces have been swept free of combustible dust or debris
- Any openings or cracks in the walls, floors, or ducts that are potential travel passages for sparks, heat and flames have been covered.
- An operable fire extinguisher is nearby and accessible
- Sprinkler heads that could be activated by hot work have been covered by a wet rag
- Smoke detectors in the area of hot work have been covered to prevent false alarms
- A Fire Watch has been posted during the hot work operation and for 30 minutes afterwards to verify that there are no live embers, sparks, or smoldering fires.

## **APPENDIX Q      LESSONS LEARNED FORM**

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### **Lessons Learned Communication**

Date:

What:

When:

Where:

Incident Summary:

Discussion of Activities:

Analysis of What Went Wrong:

Immediate and System Cause:

Resolutions and Recommendations

Cost Savings/Avoidance

Work Function:

Hazards:

Originator:

    Telephone:

    Email:

Contact:

    Telephone:

    Email:

Distribution:

## **APPENDIX R      CONTRACTOR'S MONTHLY SAFETY REPORT**

## Contractor's Monthly Safety Report

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

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

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

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

INCIDENT TYPES <i>(Includes all Subcontractors)</i>	Number of Cases/Claims			Project Goal	Rates		
	Current Month	Year to Date	Project to Date		National Average	Year to Date	Total Project
OSHA Recordable Incidents					3.5		
Lost Workday Incidents					1.3		
DART Incidents					0.6		
First Aid Incidents					2015 BLS Construction Data		
Near Misses Reported							
General Liability							
Builders Risk							
<b>OSHA RECORDABLE AND FIRST AID INCIDENTS:</b> <i>Please classify below and also complete on page 2 with details:</i>					Current Month	Year to Date	Project to Date
Fall (e.g. , floors, platforms, roofs)							
Struck by (e.g., falling objects, vehicles, equipment)							
Caught in/between (e.g., cave-ins, unguarded machinery, equipment)							
Electrical (e.g., overhead power lines, power tools/cords, outlets, wiring)							
Other (e.g., cuts, burns, and other items not covered above)							
<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

<b>DETAILS OF RECORDABLE AND FIRST AID INJURIES OR ILLNESSES FOR CURRENT MONTH:</b> <i>For all injuries and illnesses listed on page 1.</i>			
Date	Job Title/Craft	Brief Description	Corrective Actions Initiated
<b>DETAILS OF GENERAL LIABILITY CLAIMS FOR CURRENT MONTH:</b> <i>For all general liability claims listed on page 1</i>			
Date	Brief Description		Corrective Actions Initiated
<b>DETAILS OF BUILDERS RISK CLAIMS FOR CURRENT MONTH:</b> <i>For all builders risk claims listed on page 1</i>			
Date	Brief Description		Corrective Actions Initiated

## APPENDIX S DESIGNATED PROVIDER LIST

### COLORADO WORKERS' COMPENSATION INFORMATION

**For this ROCIP project, your employer has workers' compensation coverage for employees through:  
American Zurich Ins. Co.**

Workers' compensation is a type of insurance coverage that employers must provide to their employees. The cost of workers' compensation insurance is paid entirely by the employer and may not be deducted from an employee's wages.

If you are injured or sustain an occupational disease while at work, you may be entitled to compensation benefits as provided by law. WRITTEN NOTICE MUST BE GIVEN TO YOUR EMPLOYER WITHIN 4 WORKING DAYS OF THE ACCIDENT. If you don't report your injury or occupational disease promptly your benefits may be reduced.

If you are unable to work as the result of a work-related injury or occupational disease, compensation (wage replacement) benefits will be based on 2/3 of your average weekly wage up to a maximum set by law. No compensation is payable for the first 3 days' of disability unless the period of disability exceeds two weeks.

You are entitled to reasonable and necessary medical treatment of compensable injuries or occupational diseases. If you notify your employer of an injury or occupational disease and are not offered medical care, you may select the services of a licensed physician or chiropractor.

You may file a Worker's Claim for Compensation with the Division of Workers' Compensation. To obtain forms or information regarding the workers' compensation system, you may call Customer Service at 303.318.8700, or 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:**

Employer  
Attn: Employer Contact  
Employer street address  
Employer City and State  
Employer Contact Telephone

The physicians designated by your employer/employer's insurance carrier are:

Concentra Clinic  
3449 Chambers Road, Suite B  
Aurora, CO 80011  
720-859-6139

Concentra Aurora North  
15235 E. 38<sup>th</sup> Avenue  
Aurora, CO 80011  
303-340-3053

Midtown Occupational Health Services  
2490 W. 26<sup>th</sup> Avenue, Bldg. A, Suite 300  
Denver, CO 80211  
303-831-9393

After Hours/Emergency: University Hospital  
1635 Aurora Ct.  
Aurora, CO 80045  
720-848-1060

Pursuant to section 8-42-404 (5) (III), if a request for a change of physician is made, the insurance carrier representative is: American Zurich Ins. Co., PO Box 968023, Schaumburg, IL, 60196. Phone: 1-800-777-9005, Fax 1-214-866-1676.

I acknowledge that I have received the Designated Medical Provider list and have circled my selection of health care provider on this form.

Employee Name (print): \_\_\_\_\_

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

Employee Signature: \_\_\_\_\_

WC49 Rev 11/07

## **APPENDIX T DRUG TESTING AND MEDICAL TREATMENT AUTHORIZATION FORM FOR CONCENTRA CLINIC**

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**DEN Projects (ROCIP III) ROCIP AUTHORIZATION FORM**  
 3449 Chambers Rd., Suite B, Aurora, CO 80011  
 PH: 720-859-6139 FAX: 720-859-3294

Patient's Name: \_\_\_\_\_  
 Employer/Contractor: \_\_\_\_\_ PH: \_\_\_\_\_  
 Contractor Code: \_\_\_\_\_  
 Employer/Contractor Address: \_\_\_\_\_  
 Employer/Contractor Email: \_\_\_\_\_  
 Below services authorized by: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title/Phone: \_\_\_\_\_

**PRE-EMPLOYMENT**

History & Physical - Bill requesting party  
 10 panel rapid drug screen - Bill to Arthur J. Gallagher  
 Other: \_\_\_\_\_

**POST ACCIDENT**

10 Panel rapid drug screen - Bill Subcontractor  
 Injury Treatment - Bill to ZURICH  
 Other: \_\_\_\_\_

**REASONABLE SUSPICION - BILL SUBCONTRACTOR NOT PROJECT**

10 panel rapid drug screen  
 Breathalyzer  
 Other: \_\_\_\_\_

**INJURY TREATMENT - Bill to ZURICH**

Date of injury: \_\_\_\_\_ Part of body injured: \_\_\_\_\_  
 DOT reportable injury: Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 Notes: \_\_\_\_\_

Project coordinator: Kendall Trump (p) 303-889-2570  
[kendall\\_trump@aig.com](mailto:kendall_trump@aig.com)

**APPENDIX U DRUG TESTING AND MEDICAL TREATMENT AUTHORIZATION  
FORM FOR MIDTOWN OCCUPATIONAL HEALTH SERVICES**



**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**



# 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 w/ 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 (anything not listed above):** \_\_\_\_\_

Por favor vaya a Midtown Occupational Health Services para servicios o tratamiento medico.

Midtown Occupational Health Services, PC  
2490 26<sup>th</sup> Avenue, Building A, Suite 300 Denver, CO 80211

**Horas de Operacion**

Cuidado de Heridas-Lunes a Viernes 7:00 a.m.- 6:00 p.m.

Pre Examenes de Droga para Empleo 7:00 a.m.- 4:30 p.m.

Examenes de Droga DOT 7:00 a.m- 3:00 p.m.

Telefono: (303) 831-9393 Fax: (303) 831-6335

# Midtown Occupational Health Services

## From the South:

Take **I-25 N** toward I-70, take the **SPEER BLVD NORTH** exit (**Exit 212B**), merge onto **SPEER BLVD**, get in the left lane, turn **LEFT** on **ZUNI ST** (**ZUNI ST** becomes **26<sup>th</sup> AVE** at the curve), turn **LEFT** into **DIAMOND HILL** parking lot in designated area.

Take **I-25 N** toward I-70, take the **23<sup>rd</sup> AVE** exit (**EXIT 211**). Turn **LEFT** onto **23<sup>rd</sup> AVE**, turn **RIGHT** onto **BRYANT STREET**, turn **RIGHT** onto **26<sup>th</sup> AVE**, turn **RIGHT** into the **DIAMOND HILL** parking lot and park in designated area.

## From the North:

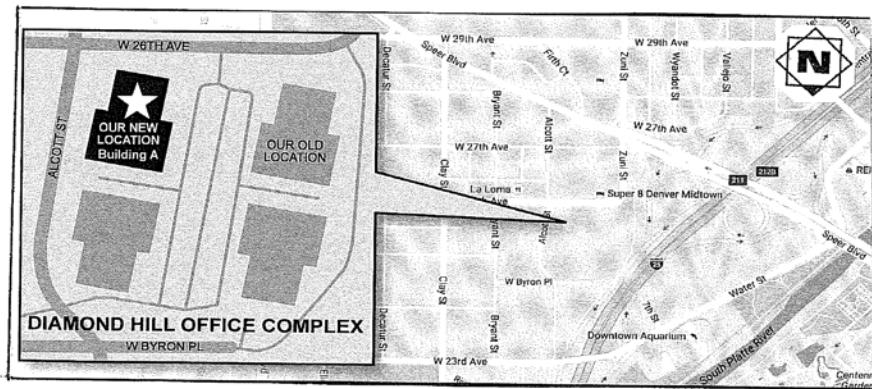
Take **I-25 S** towards Colorado Springs, take the **SPEER BLVD** exit (**EXIT 212B**), take the **SPEER BLVD NORTH** ramp, merge onto **N SPEER BLVD** and get in the left lane, turn **LEFT** on to **ZUNI ST** (**ZUNI ST** becomes **26<sup>th</sup> AVE** at the curve), turn **LEFT** into **DIAMOND HILL** parking lot and park in designated area.

## From I-70:

Take **I-70** to **I-25 S** and follow directions above.

## From Federal Blvd:

Take **FEDERAL BLVD** to **26<sup>th</sup> AVE**, go **EAST** on **26<sup>th</sup> AVE** to **DIAMOND HILL** (on the right side), turn into parking lot and park in designated parking area.



## PROCEDURE FOR WORK-RELATED INJURIES

Our designated physicians for on the job injuries, pre employment physicals and drug screening services are located at:

Midtown Occupational Health Services  
 Diamond Hill Office Complex Building A, Suite 300  
 2490 West 26<sup>th</sup> Avenue  
 Denver, CO 80211  
 Telephone: 303-831-9393  
 Monday-Friday, 7:00 a.m.-6:00 p.m.  
 Please see our website for drug screening hours  
[www.midtownoccupationalhealth.com](http://www.midtownoccupationalhealth.com)

1. Report all work-related injuries to the supervisor and work comp personnel immediately.
2. Come to Midtown for evaluation and treatment for all injuries which are not life or limb threatening.
3. For life or limb threatening injuries or an injuries or an injury which needs immediate medical attention outside of Midtown's business hours (7 a.m.-6 p.m., M-F); Go to the nearest urgent care or full service Emergency Room and schedule a follow up visit with Midtown the following business day.

## Midtown Occupational Health Services

### **Direcciones del area Sur:**

Tome el I-25 hacia el Norte dirigiéndose al I-70, tome la salida SPEER BLVD NORTH, Salida 212B, ingrese en la SPEER BLVD tomando el carril izquierdo, en la calle ZUNI de mano izquierda (la calle Zuni se convierte en la avenida 26), y de otra mano izquierda en los edificios de Diamond Hill y estacionese en la área adecuada.

### Ruta alternativa:

Tome el I-25 hacia el norte dirigiéndose al I-70, tome la salida 23<sup>rd</sup> STREET, (salida 211) de una mano izquierda ingresando hacia 23<sup>rd</sup> STREET, y de una mano derecha en la calle BRYANT, de mano derecha en la 26<sup>th</sup> AVE, y de mano derecha hacia los edificios de DIAMOND HILL y estacionese en la área adecuada.

### **Direcciones del area Norte:**

Tome el I-25 hacia el Sur dirigiéndose a Colorado Springs, tome la salida SPEER BLVD, salida (212B), ingrese en la SPEER BLVD NORTH y tome el carril izquierdo, en la calle ZUNI, de una mano izquierda, (ZUNI se convierte a la avenida 26, llegando a la curva), a mano izquierda están los edificios de DIAMOND HILL, entre y estacionese en una área adecuada.

#### Direcciones desde la I-70:

Tome el I-70 hacia el I-25 dirigiéndose al sur y siga las instrucciones "Dirigiéndose del Norte".

### **Direcciones desde la Federal Blvd:**

Tome FEDERAL BLVD hacia la 26<sup>th</sup> AVE  
dirijase hacia el Este hasta alcanzar  
DIAMOND HILL a mano derecha.



## **PROCEDIMIENTO PARA ACCIDENTES RELACIONADOS CON EL TRABAJO**

Nuestros doctores designados para accidentes relacionados con el trabajo, exámenes físicos de pre empleo y prueba de droga, se encuentran en:

Midtown Occupational Health Services  
Diamond Hill Office Complex  
2490 W. 26<sup>th</sup> Ave Edificio A, Suite 300  
Denver, CO 80211

Numero de telefono: 303-831-9393

Lunes a Viernes de 7:00 a.m. a 6:00 p.m.

Por favor, visite nuestro sitio web para horas de prueba de droga  
[www.legalization.org](http://www.legalization.org)

[www.midtownoccupationalhealth.com](http://www.midtownoccupationalhealth.com)

1. Informe todas las heridas relacionados con el trabajo a su supervisor inmediatamente.
2. Para una lastimadura fuera en la que NO este ha riesgo su vida o una parte de su cuerpo, dirijase hacia Midtown para una evaluacion medica.
3. Si sufre una lastimadura fuera del horario de Midtown (7:00 a.m.-6:00 p.m. Lunes a Viernes) en la que SI este al riesgo su vida o un miembro de su cuerpo, ubiquese al cuarto de urgencias mas cercana y al siguiente dia, llame a Midtown para programar una cita.

## EXHIBIT R

### BUILDING INFORMATION MODELING EXHIBIT (CM At-Risk Projects)

#### I. GENERAL

##### A. Purpose of Exhibit.

This Building Information Modeling Exhibit (“Exhibit”) establishes the Level of Development (“LOD”) for the Building Information Model (“Model”) for the Project. It is intended that such protocols will be memorialized in the Project’s Building Information Modeling Project Execution Plan (“BIMPxP”), which will be developed soon after execution of the Agreement to which this Exhibit is appended. The BIMPxP will be used to create and modify the Model throughout the life of the Project. The BIMPxP will be updated throughout the Project and is hereby incorporated into the agreement by reference.

##### B. Application of Exhibit.

This Exhibit is a Contract Document and is intended to supplement both the professional services agreement (“Design Agreement”) and the Construction Management Agreement “CMR Agreement” between the Denver International Airport (“Owner”) and the Owner’s Consultants (“Consultants”), which this Exhibit is attached to. It is also intended that this Exhibit will apply to all project participants who receive Digital Data throughout the Project’s development. Project participants may be required to verify that they have incorporated this Exhibit into their respective agreements and have likewise agreed to the most recent version of the Project’s BIMPxP.

#### Definitions

“Architect” – Architect of Record holding the Design Agreement with the Owner

“Contractor” – Construction Manager at risk holding the Construction Management Agreement with the Owner

“Consultant” – Represents both the Architect and Owner

“Owner” – the City and County of Denver, Denver International Airport and its authorized Representatives

##### C. Necessity of the Model.

The Architect recognizes that the Model is an indispensable deliverable under the Design Agreement and will be used by the City for future construction and maintenance projects. Failure to meet the LODs and/or deliver the model in accordance with the BIMPxP may result in a for cause termination of the Design Agreement.

#### II. RESPONSIBILITY FOR MODEL DEVELOPMENT

##### A. General

The Architect is responsible, for the Model’s content and coordination among the Contractor, subcontractors, subconsultants and any other project participants and is assigned the responsibility for detecting and correcting errors.

## **B. Subsidiary Models.**

It is anticipated that the Contractor and its Subcontractors may use Digital Data from the Model to develop several subsidiary construction models or such other uses as described in the BIMPxP. Any subsidiary models developed by the Contractor or its team shall be for the Contractor's own benefit and none of the subsidiary models shall be considered part of Contract Documents.

## **C. Responsibility for Model Content & Coordination among the Project Team.**

1. Architect's Responsibility: The Architect retains ultimate responsibility for the Model's content as well as its development throughout the Project's entire design and construction phases. These responsibilities are non-delegable. The Architect shall further be responsible for incorporating all appropriate Digital Data relating to the design's development into the Model. The Architect will update the Model with Construction Information that it receives from the Contractor at intervals prescribed in the BIMPxP. (For purpose of this obligation, the term "Construction Information" includes, but is not limited to the identification, location and description of element properties of the Project's assets.) The Architect will decide all issues involving design intent and will be responsible for coordinating the design efforts of its own subconsultants and integrating *design* comments from Owner.

2. Owner's Responsibility: Owner shall be responsible for and decide all issues involving the LOD for the various Model elements. The Owner will work with the Contractor to ensure that the format of the Digital Data it provides to the Consultant complies with the transfer protocols contained in the BIMPxP and Building Information Model Design Standards Manual ("BIM DSM").

## **D. Responsibility for detecting & correcting errors and revising the Model.**

1. Design issues: The Architect shall be responsible for detecting and remedying interferences within the Model including any designs developed by consultants hired separately by the Owner. Once a solution is developed, the Architect shall promptly revise the Model as required by the BIM DSM.

2. Construction issues: When requested by the Owner, the Architect will be responsible for working with the Contractor to detect and remedy any interferences within the Model including any construction coordination issues with the Owner. Once a solution is developed, the Consultant shall promptly coordinate any revisions to the Model with the Owner.

3. Design/Construction Reconciliation Issues: The Architect shall be responsible for detecting and remedying differences within the Model regarding the location and disposition of Owner designated facility assets as laid out in BIM DSM. Once a solution is developed, the Design shall promptly revise the Model as required by the BIM DSM.

## **E. Deadlines for Model delivery**

The BIMPxP will contain a schedule for the Model's delivery (the "Model Delivery Schedule"). The Model Delivery Schedule identifies the intermediate and final deadline(s) for delivering each phase of the Model to the Owner for review and approval. It is anticipated that the Architect will furnish Owner with a copy of the Model at the end of the phases as set forth in the Design Agreement. It is likewise acknowledged that the date for each deadline (as well as the LOD designations themselves) may be subsequently amended or modified in the BIMPxP. However, the Architect needs a baseline schedule in order to price its efforts. Thus to the extent the BIMPxP subsequently modifies the original Model

Delivery Schedule and such modifications impact the Architect's initial pricing assumptions, the Architect may be entitled to additional compensation. Failure by the Architect to meet the timelines or model phases, may result in the Owner holding pay applications until the Model phase is achieved and approved by the owner.

#### **F. Owner's review and input**

Based upon the Architects submittals as described above, Owner shall review and provide comments to the Architect and/or Contractor (depending upon the nature of Owner's comments) in a timely manner. The Architect and/or Contractor shall take all necessary and reasonable steps to address such comments. Based upon the input of all concerned, and with Owner's approval, the Architect and/or Contractor shall revise the Model as soon as reasonably possible.

#### **G. Standard of Care**

The Architect shall perform its professional design services in accordance with the Standards of Performance described in the Agreement. With respect to the performance of the Architect's Model Development services, the Architect shall, at a minimum, conform to the requirements in this BIM Exhibit, the BIM DSM as well as the high standards of care and practice as outlined by the Colorado State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors and the relevant statutes and rule of the laws of the State of Colorado.

### **III. BIM PROJECT EXECUTION PLAN ("BIMPxP")**

#### **A. BIMPxP Contract Status.**

The BIMPxP will be modified as the Project develops. Nevertheless, the Parties are expected to comply with the requirements BIMPxP throughout the Term of the Agreement.

#### **B. Process for Development.**

Soon after being retained, the Architect, Contractor and the Owner will jointly develop the initial draft of the Project's BIMPxP using the Owner's BIMPxP Template as a starting point. If the Architect believes that the protocols created in a subsequently developed BIMPxP represents a change in the scope of its services and believes that such change warrants an adjustment in compensation, contract sum, schedule or contract time, the Architect is required to notify the Owner in writing in accordance with the terms of the Agreement. A failure to provide the required notice shall result in a waiver of any claim(s) for adjustments in compensation, contract sum, schedule or contract time as a result of the subsequently developed protocols.

#### **C. Elements of the BIMPxP**

The Modeling protocols to be addressed in the BIMPxP shall:

1. Identify the Discipline Model Coordinator, Prime BIM Manager and when appropriate, the Construction BIM Manager and confirm their respective responsibilities per the roles described in the BIM Guidelines;
2. Define the various Authorized Uses and LOD for each Model and/or Model Element at prescribed Project milestones;
3. Identify the Project's construction classification systems per Owner's BIM Guidelines;

4. Define the process (and intervals) by which Project Participants will exchange and share the Model(s) and/or Model Element(s);
5. Define the process by which the Project Participants will identify, coordinate and resolve changes and updates to the Model(s) and/or Model Element(s); and
6. Include any other topics as may be required by the Owner.
7. Identify Technical Requirements, computer platform, software, etc.
8. Transmission protocols and procedures (CDs, e-mail, etc.)
9. Electronic signatures & stamps
10. Back-up, Format for exchange of As-Built information

## **IV. RESPONSIBILITY FOR MODEL OWNERSHIP**

### **A. Model Ownership**

The Parties agree that the Owner owns and hereby retains all legal rights of ownership and title to the Model and/or Model Elements and all other ancillary Project materials (electronic or otherwise) developed or prepared specifically for the Project by the Architect, their subconsultants and all other project participants. Nothing contained in this Exhibit shall alter, diminish or be construed as a waiver by the Owner of such ownership rights.

The mere act of transmitting Digital Data or Confidential Digital Data does not convey any ownership right or legal interest in such data or in the software used to generate such data. Unless otherwise granted in a separate license, the Party receiving Digital Data or Confidential Digital Data (other than the Owner), may only use such data to design, construct, maintain, alter and/or add to the Project consistent with the terms of this BIM Exhibit, and nothing contained herein conveys any other right to use such data.

### **C. Owner's license to Project Team**

The Owner, as owner of all intellectual property rights associated with the Model(s) and/or Model Element(s) both at common law and by statute, hereby grants to the Architect and Contractor, a revocable, non-exclusive, non-assignable, limited license to use the Model(s) and/or Model Element(s) and other relevant ancillary Project materials (electronic or otherwise) solely and exclusively to perform services for, or construction of the Project in accordance with the terms and conditions of the Design Agreement.

### **D. Authorized Use**

The BIMPxP lists the Authorized BIM Uses and LOD of the Model(s) and/or Model Element(s) at defined Project milestones.

### **E. Unauthorized Use**

If a Party uses a Model or Model Element in a way that is inconsistent with the Authorized Uses identified in the BIMPxP or not expressly authorized herein, such use shall be considered an Unauthorized Use and shall be at that Party's sole risk and without liability to any other Project Participant or Third-Party.

## **V. RESPONSIBILITY FOR MAINTENANCE OF DIGITAL DATA**

#### **A. Warranty of authority to transmit Digital Data.**

The transmission of Digital Data constitutes an express warranty by the Party transmitting such data that it has legal permission to possess and transmit the Digital Data in accordance with the Authorized Uses described herein and in accordance with the BIMPxP.

#### **B. Confidential Digital Data.**

1. Confidential Digital Data: Confidential Digital Data is digital data expressly defined by the Owner as confidential. The transmission of Confidential Digital Data constitutes an express warranty by the Party transmitting such data that it is authorized and legally permitted to transmit the Confidential Digital Data in accordance with the Authorized Uses described herein and in Owner's BIMPxP. The Party receiving Confidential Digital Data shall keep such data confidential and shall not disclose it to any other person or entity except as provided below.

The Party receiving Confidential Digital Data may disclose such data only as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. Such Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided that such employees, consultants and contractors are likewise subject to the confidentiality restrictions set forth herein. In the event a Party in possession of Confidential Digital Data receives a subpoena seeking the production of such data, it shall immediately notify the Owner of the existence of such subpoena and give the Owner an opportunity to respond to the subpoena before releasing any such data.

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

3. Sensitive Security Information: Sensitive Security Information ("SSI") is defined by 49 USC §1520. The management and handling of SSI is addressed in the BIMPxP, BIM DSM, and underlying Design Agreement and Construction Agreement (as appropriate).

### **IV. RESPONSIBILITY FOR MODEL MANAGEMENT**

#### **A. Archiving**

Subsequent to Final Completion of the Project, the Consultant shall be responsible for archiving all Digital Data in accordance with the obligations of its profession and the underlying Agreement. To the extent such obligations do not specifically pertain to the archiving of Digital Data, the protocols for retaining paper records shall apply.

The Consultant's obligations herein likewise include the duty to maintain the Project's Digital Data in an updated, accessible and readable format for a period of five (5) years from Final Completion. This obligation also includes the duty to convert the Project's Digital Data into a format compatible with any subsequently developed technology that might render the Project's existing Digital Data obsolete. The obligations herein survive the completion, termination or expiration of the underlying Agreement.

**B. Record Model**

Upon Substantial Completion of the Project, the Contractor is to provide the Architect with As-Built information in accordance with the requirements of the BIMPxP. The Architect is required to verify the information in accordance with the requirements and standards in the underlying Consultant Agreement.

**C. Software upgrades**

Upon receiving authorization to commence their respective scopes of work, the Architect and the Contractor shall each represent to the Owner in writing that the software platform upon which the Model is to be developed is based upon the most recent version available. To the extent the Model's software platform is upgraded during the course of the Project's development, the Owner shall have the right (but not the obligation) to order all Project Participants to upgrade their respective platforms (at no cost to the Owner) in order to comply with the most recent version available. Responsibility to coordinate any such upgrades shall be on the Architect and the Contractor for their respective teams (as applicable).

**D. Governmental Approval of Model Drawings**

The Architect shall produce printed paper and .pdf format drawings from the Model in order for the Contractor to obtain any necessary permits, approvals or government authorizations. Upon request, the Architect shall also prepare an authentication (in a form prescribed by the Owner) verifying that the drawings are a true and accurate two-dimensional representation of the Model.

**E. Signing and Sealing Model**

As required by the BIMPxP.

**F. Standard of Care**

The Architect shall perform its professional design services in accordance with the Standards of Performance described in the Agreement. With respect to the performance of the Architect's Model Development services, the Architect shall, at a minimum, conform to the requirements in this BIM Exhibit, the BIM DSM as well as the high standards of care and practice as outlined by the Colorado State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors and the relevant statutes and rule of the laws of the State of Colorado.

## Exhibit S

March 1, 2016

	Description	General Conditions / Multiplier	General Requirements	Direct Cost of Work	Indirects other than CMR Fee	CMR Fee	By Others
1	<b>Construction Management</b>						
2	Field Supervision (Non-Working)	X					
3	Project Management Staff Located in Field Office	X					
4	Project Executive	X					
5	Home Office - Precon/Procurement	X					
6	Corporate Officers					X	
7	Principal In Charge	X					
8	Legal Fees (Basic Services/If Approved)		X				
9	Legal Fees (Disputes with Owner)					X	
10	Accounting	X					
11	Scheduling	X					
12	Purchasing	X					
13	Value Engineering	X					
14	Estimating	X					
15	Cost Engineers	X					
16	Safety Officer	X					
17	Secretarial	X					
18	Clerk-Typist	X					
19	Mechanical Coordinators	X					
20	Electrical Coordinators	X					
21	Project Engineers	X					
22	Scheduling Engineer	X					
23	Time Keeper/ Checker	X					
24	Safety Engineers	X					
25	Offsite CMR staff vehicles, phone, computer, software, etc. cost allocated in accordance to hours charged to project and included in the rates	X					
26	Onsite CMR staff vehicles, phone, computer, software, etc. cost allocated in accordance to hours charged to project and included in the rates	X					
27	Company Vehicles, Leases, Vehicle Allowances, Cost of Operation, Maintenance, Repairs, Fuel, or other charges	X	X				
28	Mileage reimbursement for CM staff for project related auto travel (for CM associates without an Auto Allowance or Company Vehicle)	X					
29	Off-Site CMR Travel Costs to and from site	X					
30	CMR travel cost associated with new hires / transfers / candidates / housing search / travel to and from home	X					
31	Off-Site Staff Travel Costs for Inspection or Trade Expenses	X					
32	Field Engineering/Layout			X			
33	Relocation / Temporary Living (in accordance with CM company reimbursement policies i.e. incidentals, meals, per diem, furnishings, deposits and associated credits), payroll allocation, etc.)	X					
34	Project Related lunches, meals, etc.	X					
35	<b>Office Expenses</b>						
36	CMR Field, Office, Furniture & Furnishings		X				
37	CMR Field Office Maintenance		X				
38	Ice, Cups and Water for CMR Field Offices		X				
39	Ice, Cups and Water for Construction Workers		X				
40	Home Office Supplies - Precon/Procurement	X					
41	Office Supplies		X				
42	Field Office Equipment and Maintenance		X				
43	Owner Office, Equipment and Utilities						X
44	Architect office, Equipment and Utilities						X
45	Jobsite Radios/Beepers		X				
46	Home Office Copy Machines and Maintenance - Precon	X					
47	Copy Machines and Maintenance - CMR Field Office		X				
48	Computers, Usage, Software, Maintenance - Procurement		X				
49	Computers, Usage, Software, Maintenance - CMR Field Office		X				
50	Fax Machine and Service		X				
51	Field Office Telephone		X				
52	Home Office Long Distance - Precon/Procurement	X					
53	Field Office Long Distance		X				
54	Field Office Janitorial		X				
55	Home Office Postage and Express - Preconstruction/Procurement	X					
56	Postage and Expressage - CMR Field Office		X				
57	Plans and Bid Packages		X				
58	Scheduling Expenses	X	X				
59	Construction Photos and supplies		X				
60	Job Travel - Precon/Procurement	X					
61	Job Travel - During Construction	X					
62	Job Meetings		X				
63	Partnering Sessions						X
64	Construction Trade Training Program		X				
65	Record Drawings		X				
66	Advertising (for Bids)		X				
67	Courier - Precon		X				
68	Courier - Construction		X				
69	<b>Project Vertical Hoisting</b>		X				
70	Hoist & Tower Rental		X				
71	Hoist Operators		X				
72	Hoist Landings and Gates		X				
73	Hoist Erection & Dismantle		X				

	Description	General Conditions / Multiplier	General Requirements	Direct Cost of Work	Indirects other than CMR Fee	CMR Fee	By Others
74	Hoist Communications		X				
75	Crane Rental		X				
76	Crane Operators		X				
77	Crane Fuel/Power/Maintenance		X				
78	Crane Erection & Dismantle		X				
79	Temporary Elevators		X				
80	Elevator Operators		X				
81	Elevator Service Costs		X				
82	<b>Quality Control</b>						
83	Warranty Inspection Coord.	X					
84	Testing & Inspections					X	
85	Air & Water Balancing			X			
86	Operations Manuals			X			
87	As-Built Drawings / Building Information Modeling (BIM) – including CM management thereof	X	X	X			
88	Monthly Project Photographs (Aerials)		X				
89	Detailed Project Photo Documentation		X				
90	<b>Temporary Utilities</b>						
91	Temporary Electric Service for Construction			X			
92	Temporary Power (Field Office Trailer)						X
93	Temporary Power (For Construction)						X
94	Temporary Water (Field Office Trailer)						X
95	Temporary Water (For Construction)						X
96	Temporary Gas (For Construction)						X
97	Temporary Heat and Ventilation (For Construction)		X	X			
98	Temporary Construction Facilities and Services		X				
99	Cleanup and Dumpsters		X	X			
100	Safety Supervisors	X					
101	Safety Program/Incentives		X				
102	Perimeter Safety		X	X			
103	Stair Safety		X	X			
104	Audit	X					
105	Record Storage		X				
106	Public Information Program	X					
107	CMR Trailer Compound Maintenance, Ongoing Facility Costs, Security Systems, and other operating expenses						X
108	Temp. Toilets/ Sewer Services - For Field Offices			X			
109	Temp. Toilets/ Sewer Services - For Construction Workers			X			
110	Temporary Stairs		X				
111	Temp. Enclosures/ Partitions /		X	X			
112	Protection / Dry-in / Winter Protection		X	X			
113	Temporary Heating / Cooling /		X	X			
114	Lighting			X			
115	Project Signs/ Bulletin Boards		X				
116	Telephone & Internet / Connectivity Expenses*		X				
117	Temporary Roads		X	X			
118	Site Fence		X	X			
119	Dewatering Equipment						
120	Generators		X				
121	Miscellaneous Equipment		X				
122	<b>Testing, Inspection and Quality Control</b>						
123	Testing Laboratory Services						X
124	Soils Testing and Inspection						X
125	Concrete Testing and Inspection						X
126	QC/QA Manager	X					
127	<b>Taxes/Insurances/Fees</b>						
128	Building Permits					X	
129	Special Permits, Licenses and Fees			X			
130	Utility Connection Permits			X			
131	Operational Permits			X			
132	Easements						X
133	Impact Fees						X
134	All Insurances and Burdens for Field Office Staff	X					
135	All Insurances and Burdens for Construction Workers			X			
136	Builder's Risk Insurance						X
137	Liability and Property Insurance for Project					X	
138	Miscellaneous Insurance	X				X	
139	Sales, Use and Gross Receipts Tax	X		X			
140	Performance and Payment Bonds					X	
141	Storage Yard Rental		X				
142	Parking Lot Fees / Busing -Office		X				
143	Parking Lot Fees / Busing -Trades		X	X			
144	Building Permits					X	
145	Site Permits					X	
146	Plan Check Fees					X	
147	Impact Fees						X
148	Utility Connection Fees			X			
149	Tap Fees			X			
150	Contractors Licenses	X					
151	AGC Fees	X					

	Description	General Conditions / Multiplier	General Requirements	Direct Cost of Work	Indirects other than CMR Fee	CMR Fee	By Others
152	<b>Construction Management Labor</b>						
153	Payroll Tax Fringes	X					
154	Worker's Compensation Insurance	X					
155	Preconstruction Management Labor	X					
156	Construction Management Labor	X					
157	Safety Officer	X					
158	General Conditions Labor	X					
159	<b>Fees and Other</b>						
160	Legal Fees	X					
161	CMR Fee for Preconstruction, Procurement and Construction					X	
162	Cost Escalation Risk					X	
163	<b>Construction Equipment and Tools</b>						
164	Construction Equipment		X	X			
165	Construction Labor			X			
166	Construction Material			X			
167	Levels and Transits			X			
168	Field Engineer	X					
169	Layout Crew						
170	Engineering Equipment		X				
171	Engineering Supplies		X				
172	Layout/Batterboards			X			
173	Licensed Survey Layout			X			
174	Site Survey and Soils Report			X			
175	<b>Permanent Construction</b>						
176	Trade Contract Cost			X			
177	Self Perform Labor and Materials			X			
178	Materials Incorporated Into the Work			X			
179	Corrective Work			X			
180	Corrective Work due to Contractor's own Error					X	
181	Punchlist Work	X		X			
182	Warranty Work			X			
183							