REVISION OF SECTION 107

RESPONSIBILITY FOR DAMAGE CLAIMS, INSURANCE TYPES AND COVERAGE LIMITS, OWNER CONTROLLED INSURANCE PROGRAM (OCIP) AND PROJECT INSURANCE MANUAL (PIM)

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 107.15 and replace with the following:

**107.15 Responsibility for Damage Claims, Insurance Types and Coverage Limits, Owner Controlled Insurance Program (OCIP) and Project Insurance Manual (PIM).**  The Contractor shall indemnify and save harmless the Department, its officers, and employees, from suits, actions, or claims of any type or character brought because of any and all injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or failure to comply with the provisions of the Contract; or on account of or in consequence of neglect of the Contractor in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, material or process involved is specifically required by the Contract; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or other law, ordinance, order, or decree. The Departmentmay retain as much of any moneys due the Contractor under any Contract as may be determined by the Department to be in the public interest.

(a) The Contractor shall obtain, and maintain at all times during the term of this Contract, insurance in the following kinds and amounts:

1. Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of Contractor’s employees acting within the course and scope of their employment.

The Contractor shall provide Workers’ Compensation coverage that is in compliance with all Legal Requirements (including C.R.S. § 8-44-101, et seq.) and Employer’s Liability with minimum limits of $1,000,000 by disease each person, $1,000,000 by disease aggregate, and $1,000,000 each person by accident.

2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07/04 or equivalent, covering premises operations, fire damage, independent Contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

A. $1,000,000 each occurrence;

B. $2,000,000 general aggregate;

C. $2,000,000 products and completed operations aggregate; and

D. $50,000 any one fire;

E. Completed Operations coverage shall be provided for a minimum period of six years following final acceptance of work.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

3. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

4. Professional liability insurance with minimum limits of liability of not less than $1,000,000 Each Claim and $1,000,000 Annual Aggregate for both the Contractor or any subcontractors when:

A. Contract items 625, 629, or both are included in the Contract

B. Plans, specifications, and submittals are required to be signed and sealed by the Contractor’s Professional Engineer, including but not limited to:

(1) Shop drawings and working drawings as described in subsection 105.02

(2) Mix Designs

(3) Contractor performed design work as required by the plans and specifications

(4) Change Orders

(5) Approved Value Engineering Change Proposals

C. The Contractor and any included subcontractor shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of work.

5. The Contractor shall provide Umbrella or Excess Liability Insurance with minimum limits of $ ♦. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The Umbrella or Excess which will provide bodily injury, personal injury and property damage liability at least as broad as the primary coverage set forth above, including Employer’s Liability, Commercial General Liability and Commercial Automobile Liability.

(b) CDOT (and ♣) shall (each) be named as an Additional Insured on the Commercial General Liability. Automobile Liability and Umbrella / Excess Liability Insurance policies. Completed operations additional insured coverage shall be on endorsements CG 2010 07/04, CG 2037 07/04, or equivalent. Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

(c) Railroad Protective Insurance

In addition to the above, the Contractor shall furnish evidence to CDOT that, with respect to the operation the Contractor or any of its subcontractors perform, the Contractor has provided for and on behalf of the Railroad Company, and each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage Insurance provided for a combined single limit of Five Million Dollars ($5,000,000) per occurrence with an aggregate limit of Ten Million Dollars ($10,000,000) applying separately for each annual period for:

1. All damages arising out of bodily injuries to or death of one or more persons.

2. All damages arising out of injury to or destruction of property.

Said policy or policies of insurance shall be deemed to comply with the Railroad Protective Insurance requirements if each of said policies contains a properly completed and executed “Railroad Protective Liability Form,” copies of which are available from CDOT’s Agreements Engineer, Colorado Department of Transportation, 4201 E. Arkansas Ave., Denver, CO, 80222. All required policy or policies of insurance shall be submitted to the Project Director for transmittal to the Railroad Company’s Insurance Department.

The Railroad Protective Insurance shall be carried until all Work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of CDOT. The Railroad Company shall be furnished with the original of each policy carried on its behalf.

(d) Each insurance policy shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor. The Contractor shall forward to the Engineer any such notice received within seven days of the Contractor’s receipt of such notice.

(e) The Contractor shall require all insurance policies in any way related to the contract and secured and maintained by the Contractor to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.

(f) All policies evidencing the insurance lines of coverage required hereunder shall be issued by insurance companies satisfactory to CDOT.

(g) The Contractor shall provide certificates showing insurance coverage required by this contract to CDOT prior to execution of the contract. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver CDOT certificates of insurance evidencing renewals thereof. At any time during the term of this contract, CDOT may request in writing, and the Contractor shall thereupon within ten (10) days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section.

(h) Notwithstanding subsection 107.15(a), if the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act’), the Contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Contractor shall show proof of such insurance satisfactory to CDOT. Public entity Contractors are not required to name CDOT as an Additional Insured.

(i) When the Contractor requires a subcontractor to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated above, for the Contractor, except for the Commercial General Liability and Automobile Liability and the subcontractor shall provide an Additional Insured endorsement for such coverage. Those that qualify as needing Professional Liability Insurance in terms of any design work shall provide such coverage as provided for in 4. above.

(j) CDOT will provide the following lines of Insurance coverage for this project in a CDOT sponsored Owner Controlled Insurance Program (OCIP):

 1. Workers’ Compensation.

CDOT will procure, pay for, and maintain Workers Compensation insurance in compliance with statutory limits for the Workers' Compensation Laws of the State of Colorado and Employer's Liability limits of not less than:

$ 1,000,000- Each accident for Bodily Injury

$ 1,000,000- Policy limit for Bodily Injury by disease

$ 1,000,000- Each employee for Bodily Injury by disease.

Covered operations at the Project Site for enrolled Project Contractors. Coverage ceases for any employee of the enrolled Project Contractors when they leave the Project Site for unrelated business. Workers Compensation coverage will extend to employees’ direct travel between two scheduled Project Sites when the travel is conducted for the sole purpose of executing Work. The Project Site will include adjacent or nearby tracts of land where incidental operations, such as the location of Contractor's trailers, offices, CDOT's team's offices, etc. are performed, related to the Work. The Project site will not include permanent locations of any insured party other than CDOT. The OCIP shall not apply to the operations of Project Contractors at their offices, factories, or warehouses.

The payrolls and losses of participants in this OCIP will be filed with the appropriate Workers Compensation rating bureau and will affect their individual experience modification factor. Claim data will be submitted by the insurance carrier(s) to the National council on the Compensation Insurance (NCCI) in accordance with Colorado Workers Compensation Deductible rules.

CDOT will pay any policy related insurance costs for Workers' Compensation not covered because of deductibles, if any. The Contractor shall be responsible for any related Drug and Alcohol accident / incident testing or other contractual obligations as provided for in the Contract which may be related to the incident and/or injured worker.

The Contractor shall estimate and report to CDOT the amount of money that would have been in their bid for Workers’ Compensation Insurance and Employer’s Liability on forms OCIP-A and OCIP-B. The Contractor shall also show the amount of money remaining in their bid for Workers’ Compensation and Employer’s Liability insurance for the coverage items not included in the OCIP on forms OCIP-A and OCIP-B.

 2. Commercial General Liability.

 Policy Limits:

$2,000,000 per Occurrence for Bodily Injury and Property Damage

$4,000,000General Aggregate

$4,000,000Completed Operations Aggregate

The Policy limits are shared by all Project Contractors enrolled in the OCIP.

Policy Exclusions – Examples could include, but are not limited to:

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusions:

 Expected or Intended Injury

 Contractual Liability

Liquor Liability

Workers' Compensation and Similar Laws

Employer's Liability

Pollution

Aircraft, Auto or Watercraft

Mobile Equipment

War

Damage to Property – modified or deleted by endorsement

Damage to Your Product - modified or deleted by endorsement

Damage to Your Work - modified or deleted by endorsement

Damage to Impaired Property or Property Not Physically Injured

Recall of Products, Work or Impaired Property

Personal and Advertising Injury

Electronic Data

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

Exclusions:

Knowing Violation of Rights of Another

Material Published with Knowledge of Falsity

Material Published Prior to Policy Period

Criminal Acts

Contractual Liability

Breach of Contract

Quality or Performance of Goods – Failure to Conform to Statements

Wrong Description of Prices

Infringement of Copyright, Patent, Trademark or Trade Secret

Insured’s in Media and Internet Type Businesses

Electronic Chatrooms or Bulletin Boards

Distribution of Material in Violation of Statues

Unauthorized Use of Another's Name or Product

Pollution-Related

War

COVERAGE C MEDICAL PAYMENTS

Exclusions:

 Any Insured

Hired Person

Injury on Normally Occupied Premises

Workers Compensation and Similar Laws

Athletics Activities

Products-Completed Operations Hazard

Coverage A Exclusions

Additional Policy Endorsements

Endorsements:

Limits of Insurance

Named Insured Amended

Limitation of Coverage to Designated Project

Amendment Property Damage

Extended Completed Operations

Service of Suit

Signature Endorsement

 Minimum Earned Premium and Premium Audit Premium Endorsement

 Additional Insured – State or Political Subdivision Permits - Blanket

 Additional Insured – Mortgagee, Assignee, or Receiver - Blanket

 Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Defense Costs and Supplementary Payments Included within the Limits of Insurance

 Deductible Liability/SIR Endorsement

 Limited Coverage Repair Work

 Trade or Economic Sanctions Endorsement

 Disclosure Pursuant to Terrorism Risk Insurance Act

 Cancellation Provision Endorsement – Manuscript

 Claims Directory – Duties in Event of an Occurrence, Offense, Claim or Suit

Additional Policy Exclusions

Exclusions:

Nuclear Energy Liability Exclusion

 Asbestos Exclusion

 War

 Wrap-Up Cross Suits Excl. – Amendment - exception First Named Insured / Contractor

 Designated Ongoing Operations (Scheduled Location(s) excluded)

 Damage to Premises Rented to You

 Lead Exclusion

 Discrimination

 Exclusion – Coverage C – Medical Payments: Any Location or Job Site

 Employment-Related Practices Exclusion

 Fungi or Bacteria Exclusion

 Exclusion – Exterior Insulation and Finish Systems

 Silica or Silica-Related Dust Exclusion

 Total Pollution Exclusion with Hostile Fire Exception

 Exclusion – Contractors Professional Liability (CG 2279)

 Violation of Statues that Govern Emails, Faxes, Phone Calls or Other Methods of

 Sending Material Information

Standard Insurance Service Office Commercial General Liability Insurance policy or equivalent, including Bodily Injury, Property Damage, Personal Injury and Completed Operations covering operations at the Project Site for Project Contractors shall be provided. An eight-year extension of the Completed Operations Liability coverage for the Colorado Statute of Repose and the Statute of Limitations will begin upon the earlier of expiration of the OCIP policy, Substantial Completion of the Project, or the completion of Work under Contract. This insurance will not extend to products liability coverage for any product manufactured away from the Project Site. The OCIP will be primary and non-contributory as it relates to coverage provided under the OCIP.

The Contractor will be responsible for repayment of any deductible for Bodily Injury or Property damage up to $25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount.

To the extent losses covered and payable under the OCIP arise out of, or are the responsibility of the Contractor's subcontractors of any tier, the Contractor may seek contribution from those subcontractors in an amount equal to the self-insured retention or deductible amount under the subcontractor's own conventional General Liability Insurance Policy in effect at the time of enrollment into the OCIP, but in no case may the Contractor collectively collect more than the per occurrence deductible of $25,000 for the occurrence which is the contractual responsibility of the Contractor.

The Contractor shall estimate and report to CDOT the amount of money that would have been in their bid for Commercial General Liability Insurance on forms OCIP-A and OCIP-B. The Contractor shall also show the amount of money remaining in their bid for Commercial General Liability for insuring items not included in the OCIP on forms OCIP-A and OCIP-B.

 3. Umbrella or Excess Liability Insurance.

Policy limits:

$100,000,000 Each Occurrence

$100,000,000Aggregate

Coverage is in excess of the primary Commercial General Liability and Employer’s Liability. Such Excess Liability Insurance will be primary and non-contributory as to any other excess insurance the parties hereto may have in force.  An eight-year extension (for the Statute of Repose and Limitations) of the Completed Operations Liability coverage is anticipated and will begin upon the earlier of expiration of the Commercial General Liability Policy or Substantial Completion of the Project, or the completion of Work under Contract. This insurance will not extend products liability coverage for any product manufactured away from the Project Site.

These limits may be satisfied in various combinations with an Umbrella or Excess policy.

The Contractor shall estimate and report to CDOT the amount of money that would have been in their bid for Excess Liability Insurance on forms OCIP-A and OCIP-B. The Contractor shall also show the amount of money remaining in their bid for Excess Liability for insuring items not included in the OCIP on forms OCIP-A and OCIP-B.

 4. Builders Risk Insurance.

CDOT will procure, pay for, and maintain a builder’s risk insurance policy, including coverage for in-transit and off-site storage, to protect the interests of the Insured’s, including CDOT, Project Contractors and its subcontractors, against the risk of loss or damage to the Work during construction at the Project Site. Such policy will include a waiver of subrogation in favor of CDOT, CDOT’s Engineer, Construction Manager, Contractors, and subcontractors.

Coverage will include all materials, supplies and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project Site, in transit or while temporarily located away from the Project Site for the purpose of storage at the risk of one of the insured parties, as agreed upon by the CDOT in writing in advance of such transit or storage.

 POLICY COVERAGE FORM AND EXCLUSIONS [EXAMPLES]:

Commercial Inland Marine – Builders Risk Coverage Form

Endorsements:

Extra Expense Endorsement

Elite Property Enhancement: Builders Risk – sub limits apply

Builders Risk Warranties

Exclusions:

Government Action

Nuclear Hazard

War and Military Action

Ordinance or Law

Water – modified or deleted by endorsement

Earth Movement

Mold Exclusion

Flood and Earthquake

Workmanship – Omission in, or faulty, inadequate or defective

Policy Coverage Extensions (sub limits may apply):

Fire Department Service Charges

 Valuable Papers and Records

 Trees, Shrubs and Plants

 Debris Removal

 Pollutant Clean Up and Removal

This insurance will not include any coverage for tools or clothing of workers or any tools, equipment, protective fencing, scaffolding, and equipment owned, rented or used by Contractor and used in the performance of the Work, or work performed at off-site fabrication facilities. Contractor shall waive any such rights of recovery from CDOT and/or the OCIP Policies.

Contractor shall be responsible for repayment of any deductible for Property Damage up to $25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount. Contractor may not seek contribution of this deductible from its subcontractors.

NOTE: The Builders Risk policy terms vary from policy to policy, and such insurance provided by the CDOT will be subject to such limits of liability, exclusions and deductibles as CDOT may negotiate in its discretion. Contractor is advised to consult the terms of the policy to ascertain its terms.

 5. Contractor’s Pollution Liability.

 CDOT will procure, pay for and maintain Contractor’s Pollution Liability insurance in the following limits:

$ 25,000,000 Per Claim

$ 25,000,000 Aggregate

Claims Expenses (including Defense Costs) within limits.

Coverage will include Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations of the Work performed at the Project Site.

Contractor shall be responsible for repayment of any deductible associated with the activities of the Contractor or their subcontractors up to $25,000 per occurrence to the extent loss costs (including allocated loss adjustment expense) payable are attributable to its acts, or the acts of its Project Contractors and subcontractors, or any other entity or person for whom it may be responsible, with no increase in the Contract amount.

 6. The OCIP and other insurance Contractor Obligations

* 1. CDOT provided Insurance shall not apply to vendors, manufacturers, suppliers, material dealers, haulers and/or independent haulers, 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 Project Site. Subcontractors providing on site hauling services with dedicated payroll will be considered eligible for enrollment at CDOT's discretion.
	2. The cost of the OCIP Insurance specified herein to be obtained by CDOT will be paid for by CDOT, and CDOT shall receive and pay, as the case may be, all adjustments in such costs, whether by way of dividends or audits, or otherwise. CDOT shall execute such instruments of assignment as may be necessary to permit CDOT to receive such adjustments and shall cause all Contractors covered by such insurance to do the same.
	3. The furnishing of insurance by CDOT shall in no way relieve, limit, or be construed to relieve Contractor or subcontractors of any responsibility or obligation whatsoever otherwise imposed by the Contract. CDOT assumes no obligation to provide insurance other than that specified herein. However, CDOT reserves the right to furnish additional insurance coverage of various types and limits.
	4. The Contractor shall furnish a copy of this Revision of Section 107 to all subcontractors of every tier.
	5. Prior to commencement of operations at the Project Site, each Contractor shall complete a Contractor / subcontractor Application for enrollment into the OCIP and shall furnish and cause each of its subcontractors to furnish to the CDOT or its Insurance Representative estimates for the total construction values, and estimated WC Payrolls in connection with the Work. The Insurance Representative may request, and the Project Contractor shall comply with such request for copies of rate pages from their Workers Compensation, General and Excess Liability policies, or other insurance related information deemed necessary to effect and maintain coverage, and/or to assure that CDOT has received the appropriate reduction of the total insurance cost excluded from their Contract, including any markup thereon.
	6. Failure to comply with any of the above items will be considered noncompliance with the Contract and may result in remedial action, including withholding of payment, and/or removal of Contractor and/or subcontractor from the Project Site.
	7. Liability policies required of the Contractor and their subcontractors in this Revision of Section 107 shall, where prudently feasible, shall name CDOT and the Contractor and their, elected and appointed officials, directors, officers, employees, agents, representatives, and any additional entities as CDOT or Contractor may request, as Additional Insured. The Additional Insured Endorsement, equivalent to ISO form CG2010 (07/04) and CG2037 (07/04) edition(s), shall state that the coverage provided to the Additional Insured is primary and non-contributory with respect to any other insurance available to the Additional Insured. Contractor is responsible to ensure to the best of its ability that those entering the Project Site location have evidence of, or hold, the appropriate insurance or that those visitors are escorted while at the Project. Exceptions may be granted where mutually agreed to in advance between CDOT and the Contractor.
	8. All policies of insurance required in this Revision of Section 107 shall be endorsed to provide that the insurance company shall provide written notice to CDOT at least 30 days prior to the effective date of any cancellation of such policies.
	9. All policies of insurance, as allowed by statute, that are in any way related to the Work, including those that are secured and maintained by consultants and subcontractors, shall include clauses providing that each underwriter shall waive all its rights of recovery under subrogation or otherwise, against CDOT, their Representative(s), Contractor and subcontractors.
	10. Parties covered in this Revision of Section 107 shall cause to be furnished to CDOT and Contractor, or their Insurance Representative, certificates of insurance evidencing all insurance as required by this Contract. As and when CDOT or Contractor may direct, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to CDOT or Contractor. All copies of policies, if any, and certificates of insurance submitted to CDOT shall be in form and content acceptable to CDOT or Contractor.
	11. Nothing contained herein shall relieve Contractor, or its subcontractors of their obligations to exercise due care when performing any Work on the Project or to complete such Work in strict compliance with the Contract.
	12. By enrolling in the OCIP, the Contractor acknowledges that (A) the limits of OCIP provided insurance are shared by all insured parties under the OCIP for the Project, (B) CDOT and their affiliates of every tier disclaim any responsibility whatsoever for the availability, adequacy or exhaustion of the limits of the OCIP, the present or future solvency of any OCIP insurers, or any claims or disputes by, between, or among CDOT and any Contractor and any subcontractor, or any tier, and any of the OCIP insurance carriers.
	13. Any type of insurance or increase in limits not described herein which Contractor requires for its own protection or as a result of any applicable law shall be its own responsibility and expense.

(m) The Contractor and subcontractors are required to carry insurance coverages and limits listed below outside the OCIP which must be the same limits listed in (a) for the Contractor and for the subcontractor.

* Workers’ Compensation - Off-site work and exposures
* Employer Liability - Off-site work and exposures
* Commercial General Liability - Off-site work and exposures
* Automobile Liability – at all times
* Umbrella or Excess Liability - As coverage in excess of the lines of insurance above

All other insurance in Section (a) shall continue to be carried as required.

(n) CDOT will provide a Project Insurance Manual (PIM) that gives further detail on insurance and how to enroll in the OCIP. The PIM is hereby included in the Contract by reference.

(o) General Additional Safety Requirements

The Contractors and subcontractors shall within their own site specific Safety Requirements or Manuals, ensure compliance has been met with the following Safety Requirements, which are incorporated in the Contract Documents.

The Contractor shall take all necessary precautions to protect the safety and health of the Project Site and is ultimately responsible to establish and maintain a written Contractor Safety Program (CSP) for the Work. The Contractor shall establish administrative and technical means for the mitigation of risk, response to incidents, and recovery/restoration to normal operations at the Project Site. The Program shall include development of a site safety culture which supports, “best practices” for accident prevention, job specific hazard recognition and planning, training, reporting, management oversight, and implementation.

All costs, penalties, and expenses of complying with the requirements of these Safety Requirements shall be included as part of the cost of the Contract. The Contractor shall notify CDOT promptly, in writing, if a charge of non-compliance has been filed against the Contractor, or any subcontractor, in connection with its performance of the Work.

The developed CSP shall apply in all phases of the Work. The objective of the program is to eliminate or control accident risks to personnel, associated management, subcontractors, equipment, facilities, general public, and environment. Required activities include hazard identification & analysis, planning, management, dedicated resources, auditing conformance, training, communicating results and documentation.

Additionally, clear and open partnering and communications relative to the safety program between the Contractor, subcontractors and CDOT's Representatives is a key component in effectively implementing and assuring conformance.

The Contractor is solely responsible for health and safety and shall perform the Work in a safe and environmentally acceptable manner; this includes all of its subcontractors.

1. Safety Criteria

Notice of Correction of other unsafe conditions will be conveyed in writing within 24 hours after receiving written notice from CDOT or CDOT’s Safety Representative of unsafe work. Lost time and lost productivity associated with this or any safety violation will be at the sole cost of the Contractor or the subcontractor without additional compensation.

2. Contractor Site Safety Management

Each subcontractor is required to name an individual on its payroll as a Safety Representative (SR). These SRs are not required to be full-time safety representatives. The subcontractors are required to name an individual(s) who has the experience, ability and authorization to act on the subcontractor’s behalf in matters of safety on the Project.

If at any time any subcontractor is performing one or more contracts and has fifty (50) or more employees on site for a period of 2) consecutive workdays, including cumulative workdays under multiple contracts (“high employment”), such subcontractor Shall have a full-time qualified safety representative on the job site to ensure the safety of its operations during the period of such high employment.

The Contractor and subcontractors are required to participate in the project’s “Return to Work” program. Contractors and subcontractors shall return injured workers back to work at pre-injury wages as soon as possible through light or modified work tasks, which meet medical department’s work restrictions.

The Contractor shall administer any job-site safety recognition incentive program developed for the site in an effort to maintain a safety-conscious workforce at the site.

3. OCIP Required Contractor Site Safety Requirements:

A. The Contractors Safety Program shall conform to all aspects of this Section and be consistent with the requirements herein and the CDOT Required Contractor’s Safety Management Plan.

B. The Contractor shall conduct a project/site safety orientation for all Contractor & subcontractor employees prior to their working on the Project Site; including orientation for all full time project oversight and management personnel. Upon completion of the orientation, a uniquely project identifiable hard-hat decal shall be provided to each worker.

The safety orientation (at a minimum) shall include the following:

(1) A description of the extent and nature of the Project.

(2) A description of any hazards that can typically be expected during the course of work, and means and methods for avoiding or protecting oneself.

(3) Required work practices, job conduct, and injury reporting procedures.

(4) Any other general information to acquaint the employee with special work and safety requirements at the Site.

C. The Contractors and subcontractors shall be prohibited from use and possession of alcoholic beverages, drugs (other than prescription), carrying weapons or ammunition onto the site, or using or carrying weapons while performing work on the Project’s behalf, or attending Project sponsored activities. Contractor, at its own expense, shall adopt a policy of a drug free work site on the Project, which at a minimum shall include pre-job site and post-accident drug testing. Contractor, at its discretion, may include “for cause” and “random” testing if consistent best practices are applied.

The Contractor shall require all workers to demonstrate a negative drug test before attending a Project Safety Orientation, and performing any work on an CDOT OCIP Sponsored Project. Previous drug test results from an accredited facility done within forty-five (45) days will be acceptable. Any employee who has not worked on a CDOT OCIP Sponsored Project during the last 12 months must retest and go through a new Project Safety Orientation as provided by the Contractor.

D. Current crane certification for each crane is required and must be on file at the jobsite.

E. The Contractors safety enforcement activities shall be documented and/or logged and provided to the CDOT’s Safety Representative upon request (without any personnel privacy sensitive information) and this information shall be on file at the jobsite.

F. Include Personal Protective Equipment (PPE) requirements and policy.

(1) 100 percent fall protection at working surfaces above 6ft without review and authorization from OCIP Safety Manager

(2) 100 percent eye protection with side shields required.

(3) 100 percent wearing of heavy-duty work boots/shoes required.

(4) 100 percent wearing of hardhats required.

(5) 100 percent wearing of shirt & long pants (no shorts).

(6) 100 percent wearing of high visibility vest or clothing.

(7) Hearing protection as required.

4. OCIP Required Reporting

A. Accident Reporting. The Contractor shall provide timely verbal notification and a written report to CDOT's Representative, and CDOT’s Safety Representative of any and all accidents/incidents whatsoever arising out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage; and or had a serious potential for same. Verbal notification to the CDOT shall be immediate and under no circumstance shall notification exceed one hour from time of occurrence. Verbal notification shall include date and time, location, brief description, extent of property damage, and extent of injuries. A preliminary written accident report shall be furnished to the CDOT's Representative and CDOT’s Safety Representative within 24 hours of the occurrence; final is due within 10 working days.

B. Monthly Accident/Incident Summary Reports. The Contractor shall provide a written Monthly Accident/Incident Safety Performance Summary Report for losses under their Contract to the CDOT within seven Days of the last day of the month. The report shall include the following minimum information:

(1) A summary, current year for all accidents/incidents – all Project Contractors / subcontractors.

(2) Summary of lost time for the Project to date, including total number of lost days and number of lost days accidents.

(3) Summary of accident data by Contractor and subcontractor.

(4) Summary of Property Damage, including Utility Damage incidents.

(5) Status update of any project required corrective actions.

5. OCIP REQUIRED CONTRACTOR SAFETY MANAGEMENT PLANS / DOCUMENTS

A. Job Task Hazard Analysis Program.

All work activities shall have a written job/task/activity Hazard Analysis (HA) associated with it appropriate for the hazards, scope, and/or complexity of the work. At a minimum this HA will cover the steps, hazards, and mitigation, required to perform the work safely.

B. Project Hazard Communication Plan

C. Project Utility Management Plan, locates, accidental damage prevention, and incident reporting/correcting, policies, procedures, and practices.

The Contractor shall have an adequate utility locate, protect, and emergency response program. Any utility strike will be reported to CDOT immediately, investigation and lessons learned follow-up reporting performed, and related program performance measures provided. In addition, no corrections and/or repairs will be re-covered or otherwise made inaccessible until CDOT's Representative or designee has had the opportunity to review.

D. Project Water Intrusion Prevention and Mitigation Program

E. Project Emergency Response Plan

F. Project Security Plan

Special consideration and concern shall be given to the storage/protection of highly valuable (i.e., copper), finished product and/or critical materials/equipment to be protected from theft and/or vandalism.

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INSTRUCTIONS TO DESIGNERS (delete instructions and symbols from final draft)

Use this specification on CM/GC projects only.

♦ Use the table below to determine the appropriate limit of insurance based on the current estimated Construction Value of the project

|  |  |
| --- | --- |
| Estimated Construction Values | Minimum Umbrella / Excess Liability Limits |
| Less than $5,000,000  | $1,000,000 |
| $5,000,000 to $10,000,000 | $2,000,000 |
| $10,000,000 to $25,000,000 | $5,000,000 |
| $25,000,000 to $75,000,000 | $10,000,000 |
| Over $75,000,000 | Determined by the CDOT Risk Manager |

♣ The Region may wish to add a local entity as an “Additional Insured” if required by IGA or other preconstruction agreement. If you do, you must inform the CDOT Risk Manager.